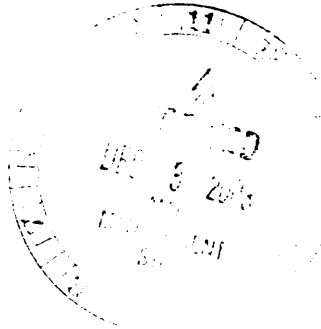


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CD

**NORFOLK SOUTHERN CORPORATION**  
**THREE COMMERCIAL PLACE**  
**NORFOLK, VA 23510-2191**

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**James R. Paschall**  
**General Attorney**

December 2, 2003

via Airborne Express  
Surface Transportation Board  
Case Control Unit  
1925 K Street, N.W.  
Washington, DC 20423  
Attention: Mr. Troy Brady

Re: STB Docket No. AB-167 (Sub-No. 1095X), Consolidated Rail Corporation -  
Abandonment Exemption - In Lancaster and Chester Counties, PA

Dear Mr. Brady:

The Board's Section of Environmental Analysis served a Public Notice and Draft Memorandum of Agreement on October 20, 2003, requesting comments on the draft MOA. The MOA is intended to conclude the further Section 106 historic preservation process in this proceeding, which was initiated by the Board pursuant to the U. S. Court of Appeals for the Third Circuit's remand of the Board's decision served August 19, 1999 for further proceedings. Enclosed, please find the original and two copies of the Comments of Norfolk Southern Railway Company, Lessee and Operator of Pennsylvania Lines, LLC, Successor to Consolidated Rail Corporation, in response to the Board's Notice.

Very truly yours,

James R. Paschall

cc via Airborne Express:  
Mr. Don L. Klima, Director  
Advisory Council on Historic Preservation  
1100 Pennsylvania Avenue NW, Suite 809  
Old Post Office Building  
Washington, DC 20004

Ms. Susan Zacker  
Pennsylvania Historical & Museum  
Commission  
Bureau for Historic Preservation  
400 North Street, 2nd Floor  
Harrisburg, PA 17120-0093

Operating Subsidiary: Norfolk Southern Railway Company

BEFORE THE  
SURFACE TRANSPORTATION BOARD  
Washington, DC 20423-0001

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STB Docket No. AB-167 (Sub-No. 1095X)

CONSOLIDATED RAIL CORPORATION  
- ABANDONMENT EXEMPTION -  
IN LANCASTER AND CHESTER COUNTIES, PA

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COMMENTS OF NORFOLK SOUTHERN RAILWAY COMPANY,  
LESSEE AND OPERATOR OF PENNSYLVANIA LINES, LLC,  
SUCCESSOR TO CONSOLIDATED RAIL CORPORATION,  
IN RESPONSE TO THE BOARD'S NOTICE AND DRAFT  
MEMORANDUM OF AGREEMENT SERVED OCTOBER 20, 2003 IN  
THE REOPENED HISTORIC PRESERVATION PROCESS

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James R. Paschall  
General Attorney  
Norfolk Southern Railway Company  
Three Commercial Place  
Norfolk, VA 23510  
(757) 629-2759

Attorney for:  
Norfolk Southern Railway Company,  
Lessee and Operator of  
Pennsylvania Lines LLC,  
Successor to Consolidated Rail  
Corporation

December 2, 2003

BEFORE THE  
SURFACE TRANSPORTATION BOARD

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STB Docket No. AB-167 (Sub-No. 1095X)

Consolidated Rail Corporation  
- Abandonment Exemption -  
In Lancaster and Chester Counties, PA

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Comments of Norfolk Southern Railway Company,  
Lessee and Operator of Pennsylvania Lines, LLC,  
Successor to Consolidated Rail Corporation,  
in Response to the Board's Notice and Draft  
Memorandum of Agreement Served October 20, 2003 in  
the Reopened Historic Preservation Process

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**I. Introduction.**

Norfolk Southern Railway Company ("NSR") files these comments in response to the Notice to the Public and Draft Memorandum of Agreement ("MOA") served by the Board's Section of Environmental Analysis ("SEA") on October 20, 2003 in this proceeding.

We refer to prior comments, proceedings and background information only to the extent required to comment on the Notice and Draft MOA or to clarify any previous NSR comments. The Board has described prior proceedings, decisions and submissions in the Notice to the Public and previous notices and decisions and has posted comments filed in this proceeding in December 2002 on its web site. NSR comments in this document on only a few points in the Notice and MOA. We also refer to and attach some

documents pertinent to the MOA for convenient reference in a single current document and urge prompt conclusion of this proceeding.

## **II. NSR's Interest.**

On October 3, 1989, Consolidated Rail Corporation ("Conrail") filed a Notice of Exemption with the Board's predecessor, the Interstate Commerce Commission ("ICC"), to abandon the subject line of railroad that it called the "Enola Branch" ("Enola Branch" or the "Line").<sup>1</sup> Pennsylvania Lines, LLC ("PRR"), a subsidiary of Conrail, succeeded to certain Conrail assets, including Conrail's property in Lancaster County, PA, and obligations on June 1, 1999.<sup>2</sup> Under its Operating Agreement with PRR, which was

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<sup>1</sup>The ICC issued a decision in this proceeding, served February 22, 1990, exempting the abandonment of the Enola Branch from regulation under the Interstate Commerce Act, subject to a condition, developed as a result of consultation with the Pennsylvania State Historic Preservation Officer ("SHPO"), that "Conrail retain its interest in, and take no steps to alter the historic integrity of 83 the bridges on the line until completion of the section 106 process of the National Historic Preservation Act, 16 U.S.C. 470." Several other notices and decisions followed over the years. After Conrail unsuccessfully negotiated with Lancaster County and Friends of the Atglen-Susquehanna Trail ("FAST") for several years, the ICC terminated the trail use negotiation condition with respect to the Enola Branch in a decision served in this proceeding on April 19, 1993.

<sup>2</sup>In the Notice to the Public served October 20, 2003, SEA described the segment of the Enola Branch included in this proceeding, and the draft MOA, as the "NS-owned" portions of the Line between Mileposts 0.0 at Parkesburg, PA ("CP Park") and 1.5 near Lenover, PA and Mileposts 4.0 at the Lancaster County/Chester County Line and 33.9 at Port, PA ("CP Port"). As NSR explains in these comments, the Line segment that Conrail described as to be fully abandoned in its Notice of Exemption only included the 32.6-mile segment between Milepost 1.1 near Lenover (or Parkesburg), PA and Milepost 33.7 at Port, PA.

NSR also wishes to clarify that it is not the current owner of the Enola Branch. The Conrail Transaction approved by the Board in the decision served July 23, 1998 in STB Finance Docket No. 33388, *CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company - Control and Operating Leases/Agreements - Conrail Inc. and Consolidated Rail Corporation*, resulted in the

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allocation of the active part of the subject Line, and Conrail's obligation to complete this proceeding, to PRR. PRR's task in completing this matter includes conveyance of the portion of the Line between Mileposts 4.0 and 27.0 under the February 25, 1997 Stipulation of Settlement ("Settlement Agreement") with the Lancaster County Townships (Conestoga, Martic, Providence, Eden, Bart and Sadsbury Townships, PA) and West Sadsbury Township, PA in Chester County, PA (the "Townships") and the separate Stipulation of Settlement or Settlement Agreement with the Pennsylvania Department of Transportation ("PennDOT"), both as approved by the Pennsylvania Public Utilities Commission ("PA PUC"). PRR owns and will manage the remainder of the Line, except the portion between Mileposts 1.5 and 4.0 that was previously conveyed to the Southeastern Pennsylvania Transportation Authority ("SEPTA") after that further conveyance to the Townships.

Any conveyance of the Line is subject to the easement over the Line for the Amtrak electric power transmission line between approximately Milepost 28.3 at Safe Harbor, PA and Milepost 0.0 at Parkesburg, PA. The bridge over Conestoga Creek at Safe Harbor is at approximately Mileposts 27.3-27.7 but the Amtrak power line easement extends to approximately 28.3.

PRR, as successor to Conrail, thus is the current owner of the Enola Branch property, but the disposition of the segment between Mileposts 4.0 and 27.0 in accordance with, and the obligations incurred under, Settlement Agreements and prior proceedings are continuing Conrail obligations. NSR's interest in this matter is derived from its agreement to lease, operate and manage PRR's assets and obligations. NSR became responsible for concluding this proceeding under its Operation Agreement with PRR because the subject Line is in a territory in which PRR was allocated Conrail's assets and certain duties.

Under the Conrail Transaction Agreement, Conrail's previously incurred obligations in this proceeding and the related Pennsylvania Public Utilities Commission proceeding, including performance of Conrail's Settlement Agreements with the Townships and PennDOT, are continuing Conrail obligations. While this may matter mostly or entirely to NSR and Conrail, we state the actual relations and obligations of the parties for the record.

NSR may succeed directly to PRR's rights and obligations in the Enola Branch property if the transaction approved by the Board in STB Finance Docket No. 33388 (Sub-No. 94), *CSX Corporation and CSX Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company -- Control and Operating Leases/Agreements -- Conrail Inc. and Consolidated Rail Corporation [Petition for Supplemental Order]*, Decision No. 2, served November 7, 2003 becomes effective.

Although it should be apparent, we further note that PRR was not allocated a right or a duty to operate the 32.6-mile segment of the Enola Branch between Mileposts 1.1 and 33.7 as a line of railroad, but only to conclude this proceeding and to succeed to any real property interests that remained with the railroad upon the conclusion of the proceeding and performance of the Settlement Agreements. In turn, NSR also has no duty to operate

approved by the Board in the Conrail Transaction decision served July 23, 1998 and cited in footnote 2, NSR became lessee of the property of, and operator of, PRR on the same date. Thus, NSR's participation in this proceeding did not begin until almost 10 years after Conrail filed the Notice of Exemption and after all decisions of the ICC or the Board prior to the remand of the proceeding by the United States Court of Appeals for the Third Circuit had been made.<sup>3</sup>

### **III. Name of Line; No Connection With Enola Yard.**

After Conrail acquired the property of the bankrupt Penn Central Transportation Company and other bankrupt railroads on April 1, 1976, it renamed the subject Line the "Enola Branch."<sup>4</sup> However, Enola, PA and Enola Yard are not part of or near the subject Line. The original Pennsylvania Railroad Company name for the Line was "the Atglen and Susquehanna Branch" (or "A&S Branch").<sup>5</sup> Our attempt to avoid confusion about the

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the 32.6-mile segment under its Operating Agreement with PRR. (See *Consolidated Rail Corp.--Petition for Declaratory Order*, 1 I.C.C.2d 284 (1984).)

The only segments of the Enola Branch allocated to PRR for continued use as active rail line are those segments of the Line between Mileposts 0.0 and approximately 1.1 (the Parkesburg Industrial Track) and between mileposts 33.7 and 33.9 at Port, PA. We show in these comments that these segments were not properly considered as part of the Line to be fully abandoned pursuant to Conrail's Notice of Exemption in this matter from the beginning because that notice indicated that track 1 on these end segments would be retained and only the second track would be removed from them.

<sup>3</sup>*Friends of the Atglen-Susquehanna Trail, Inc. v. Surface Transportation Bd.*, 252 F.3d 246 (3<sup>rd</sup> Cir. 2001).

<sup>4</sup>No local rail traffic moved over the Enola Branch after a date no later than in 1985 and no overhead rail traffic moved over the Line after December 18, 1988 when Conrail terminated all rail service over the Enola Branch.

<sup>5</sup>The Line has also been called the "Low Grade Line" or a variation of that title with reference to a location, such as Enola, Atglen or A&S. This also is potentially confusing.

subject Line's location and history by using the Line's original name in our December 9, 2002 Comments and December 30, 2002 Reply Comments probably did no more than an explanation to achieve the desired clarification. Most of the parties and the Board have used the Enola Branch name, which was used by Conrail in its Notice of Exemption. Therefore, NSR also returns to use of the Enola Branch name for the Line in this proceeding, which would be less confusing than attempting to have everyone change the name they have been using for the Line. We note again, however, that the subject Line is not near Enola, PA or Enola Yard and does not have any direct or obvious historical connection with those locations.<sup>6</sup>

#### **IV. Length and Location of Line.**

Conrail's Notice of Exemption, dated October 2, 1989 and filed with the ICC on October 3, 1989, stated that 66.5 miles of "track" known as the Enola Branch would be abandoned pursuant to the Notice. However, the line of railroad to be abandoned was not 66.5 miles long because it was double tracked. Conrail computed the total "track" mileage by adding that part of each parallel track along the Line to be abandoned to the

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More than one railroad line in Pennsylvania has been referred to as a "low grade line" over the years so that name also should be avoided except as necessary to quote a prior reference.

<sup>6</sup>The official end point of the Enola Branch, originally the Atglen and Susquehanna Branch, at the western end of the Line at the time of its construction, was Wago Junction, PA (Milepost 50.6, which later became Milepost 116.6 on the "York Haven" Line). The end of the Line to be abandoned is nearly 17 miles from Wago Junction, which in turn is nearly 20 miles from Enola on a line constructed before the construction of the "Enola Branch." None of the active lines along these routes are included in this abandonment nor under current consideration for future abandonment.

total mileage instead of referring only to the miles of the Line of railroad to be fully abandoned by the removal of both tracks. Conrail's references to 66.5 track miles as well as to the end points of the 33.9-mile track 2 at Milepost 0.0 at Parkesburg, PA (or "CP Park") and Milepost 33.9 at Port, PA (or "CP Port") resulted in some confusion about the exact location and length of the Line included in the Notice of Exemption for abandonment of the Line.<sup>7</sup>

The Line to be abandoned is not exactly half of the 66.5 miles of double track. While 33.9 miles of track 2 were included in Conrail's Notice of Exemption, only 32.6 miles of the parallel track number 1 were included. Since Conrail stated that it would retain 1.3 miles of active track 1 in two locations, and it could have removed the second track, track 2, from the Line where it paralleled the retained track 1 on the Line without ICC authority or exemption, Conrail's Notice of Exemption is properly read to apply to the abandonment of only 32.6 miles of railroad line between Milepost 1.1 near Lenover (Parkesburg), PA and Milepost 33.7 near Port, PA. Both tracks were to be removed only from this 32.6-mile Line segment. Conrail indicated an intention to retain an active track between Mileposts 0.0 and 1.1 and between Mileposts 33.7 and 33.9, and thus not to fully abandon the "line of railroad" between those points. Therefore, the Line of railroad included in the Notice of Exemption for abandonment was only 32.6 miles long, not 66.5 miles or even 33.9 miles in

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<sup>7</sup>SEA specifically described and distinguished the subject Line of railroad from the double track on the Line, in the Notice to the Public served October 20, 2003, but, following NSR's earlier mistaken description of the Line as a 33.9-mile line between Parkesburg and Port, SEA also referred to the Line as 33.9 miles long. Previous decisions did not always clearly make the distinction and other commenters also mistakenly referred to the Line as 66.5 miles or 33.9 miles long.

length.<sup>8</sup> The map submitted with Conrail's Notice of Exemption in this matter is attached as Exhibit 1. A further map showing railroad lines and former railroad lines in the area of the Line, and including the Line, is attached as Exhibit 2.

If agency precedent prior to 1989 did not definitely establish that removal (or addition) of one track on a double track line did not require ICC or STB approval,

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<sup>8</sup>NSR has urged that only 23.0 miles, and certainly less than the 32.6 miles of railroad line described in Conrail's Notice of Exemption, should now be considered as subject to the reopened proceeding to complete the process under Section 106 of the National Historic Preservation Act. However, SEA only has recognized the exclusion of the segment of the Line between Mileposts 1.5 and 4.0 that Conrail conveyed to the SEPTA in 1996 from further consideration in this matter. The removal of that segment of the Line results in 30.1 miles of Line being under current consideration.

Notwithstanding its previously expressed position on whether the segment of the Line between Mileposts 27.0 and 33.7 should be included in the Section 106 process, in view of the previous documentation of the principal structure on, the bridge at Safe Harbor, to HABS/HAER standards, NSR is willing to add this segment to the Line included for documentation in the MOA. NSR bases this willingness on the assumption that the prior HABS/HAER documentation is sufficient for this structure and need only be incorporated by reference or copy in the proposed documentation, which we believe is the reasonable approach with respect to documentation of this structure. With the documentation of the only major structure on this segment already done, NSR anticipates that inclusion of further documentation of this segment as contemplated in the MOA should not result in significant additional documentation requirements or expense.

NSR does not concede that the segment of the Line between Mileposts 27.0 and 33.7 should be subject to Section 106 mitigation nor included in the MOA but as just noted, believes that under the circumstances just described inclusion of the segment in the MOA will facilitate a faster conclusion of this matter with little cost to NSR and greater acceptance by other parties. NSR's position has been based on the absence of current PRR or NSR plans to dispose of, or even to demolish the remaining structures on, this portion of the Line. Thus, the Board's action in permitting the abandonment of rail service over the segment can not result in an adverse effect on historic properties. Furthermore, the Board has no jurisdiction over future disposition of abandoned property. Thus, the Board cannot regulate NSR's or PRR's future use or disposition of the portion of the Line that is not to be conveyed to the Townships under the Settlement Agreements.

Subject to any final title examination at the time of disposition or conveyance of any particular segment of this Line, it appears that Conrail owned the real estate comprising the Enola Branch Line's right-of-way in fee.

subsequent ICC or STB decisions have clarified that one of the tracks on a double tracked line can be removed (or added) without STB approval or exemption.<sup>9</sup> Thus, Conrail needed no authority or exemption to remove one track (track 2) between Mileposts 0.0 and 1.1 and between Mileposts 33.7 and 33.9 and keep those segments of the Line in service as single track lines of railroad on track 1.

Conrail not only clearly intended to retain a track on the Line between mileposts 0.0 at Parkesburg, PA and 1.1 at Lenover, PA, it continued to operate track 1 over that segment, which it renamed the "Parkesburg Industrial Track." Conrail allocated the Parkesburg Industrial Track to PRR in the Conrail Transaction as an active rail line. NSR continues to operate the Parkesburg Industrial Track. Conrail also clearly intended to retain a track on the 0.2-mile segment between mileposts 33.7 and 33.9 at Port, PA.

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<sup>9</sup>See *Chicago, M., St. P. & P. R. Co. Trackage Rights*, 312 I.C.C. 75, 76 (1960); *Boston & Albany R. Abandonment*, 312 I.C.C. 458, 461 (1961); *Missouri-K.-T. R. Co. Abandonment*, ICC Finance Docket No. 21180 (decided Nov. 1, 1960). Conrail may have overlooked these old and somewhat obscure precedents, which apparently were not cited again until after Conrail's Notice of Exemption was filed in this case, and then in a rail line construction, rather than a rail line abandonment, proceeding. ICC Finance Docket No. 32395, *City of Stafford, Texas v. Southern Pacific Transportation Company*, served November 8, 1994. However, removal of one track from a double-tracked line without ICC or STB authority or exemption obviously is not a novel concept as is exemplified by the ICG's well publicized track removal program in the recent past.

Moreover, as STB Finance Docket No. 33611, *Union Pacific Railroad Company -- Petition for Declaratory Order -- Rehabilitation of Missouri-Kansas-Texas Railroad Between Jude and Ogden Junction, TX*, 3 S.T.B. 646 (1998), served August 21, 1998, makes clear, whether parallel tracks are in the same right-of-way or merely close by are not important to a Board's determination of whether they serve the same territory or locations and can be considered double tracks. The key fact is whether service to the same locations and any shippers at those locations can be served from the parallel track. Although the cited case is a construction case, the ICC and the STB have cross-cited construction and abandonment cases when the same principles have been at issue.

Thus, Conrail's October 2, 1989 Notice of Exemption should be interpreted to apply to 32.6 miles of railroad line between Milepost 1.1 near Lenover (or Parkesburg), PA and Milepost 33.7 near Port (or CP Port), PA. However, if for no other reason than the conveyance of the segment of the Line between Mileposts 1.5 and 4.0 to the Southeastern Pennsylvania Transportation Authority ("SEPTA") in 1996, which is described in prior comments and below, no more than 30.1 miles of the 32.6-mile Line is now the subject of this proceeding.

#### **V. Planned Disposition of the Line.**

##### **A. Parkesburg Industrial Track, Mileposts 0.0 to 1.1; Line Between Mileposts 1.1 to 1.5.**

Conrail stated its plan to keep track 1 in active use on the segment of the Enola Branch between Mileposts 0.0 and 1.1 and in fact retained and continued to operate that segment following removal of the track on the remainder of the Line. Conrail renamed this short, retained segment the "Parkesburg Industrial Track." This segment of the Line was allocated to PRR in the Conrail Transaction as the Parkesburg Industrial Track and NSR continues to use the track to serve one or more customers located adjacent to it. Thus, this 1.1-mile segment of track was not actually included in the Line to be fully abandoned and should not be considered as included in the proceeding. SEA should now recognize that NSR does not need to take any action to reclassify the track but should consider it excluded from the proceeding since Conrail did not include track number 1 along this

segment in the original Notice of Exemption.<sup>10</sup> In any event, NSR plans to continue to

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<sup>10</sup>NSR previously stated that the retention, reclassification and continued operation of the Parkesburg Industrial Track as industrial lead track provided a basis for excluding the segment of the Line between Milepost 0.0 and Milepost 1.5 from the abandonment and thus from further consideration in this proceeding. However, as noted above, Conrail did not fully include this segment in the Notice of Exemption at the beginning of the proceeding. Rather, Conrail indicated it would retain track 1 on 1.1 miles of this Line between Mileposts 0.0 and 1.1 and later acted consistently with that expressed intention.

While NSR might have viewed the abandonment and reclassification of the Parkesburg Industrial Track as the logical or even as its preferred method of handling the retention and further use of that track, NSR's statements that retention, reclassification and continued use of that part of the Enola Branch for exclusion of this segment from this proceeding were mistakenly based on consideration of the Line as 33.9 miles long. Thus, those statements should have been omitted since Conrail had already expressed the intention to retain that 1.1 miles of railroad line. SEA rejected NSR's statement that the segment of the Line between Mileposts 0.0 at Parkesburg, PA and Milepost 1.5 at Lenover, PA, as well as the 0.2-mile segment between Mileposts 33.7 and 33.9, should be excluded from the abandonment and the proceeding on the basis of reclassification of those segments as industrial track. As we have now discerned and explained, however, the retention and continued use of track 1 is the proper basis for exclusion of these segments from the abandonment and from this proceeding. We believe that SEA, and the Board, should now recognize that Conrail's Notice of Exemption included only 32.6 miles of railroad line between Mileposts 1.1 and 33.7.

SEA described the segment of the Line included in this proceeding, and the draft MOA, as the "NS-owned" portions of the Line between Mileposts 0.0 at Parkesburg, PA ("CP Park") and 1.5 near Lenover, PA and Mileposts 4.0 at the Lancaster County/Chester County Line and 33.9 at Port, PA ("CP Port").

NSR also wishes to clarify that it currently does not own the Enola Branch. The Conrail Transaction resulted in the allocation of the subject Line to PRR for completion of this matter, disposition of the Line between Mileposts 4.0 and 27.0 under the Settlement Agreements with the Townships and PennDOT and handling of the remainder as real property, subject to the Amtrak power line easement. PRR, as successor to Conrail, is the current owner of this property, although its disposition is a continuing Conrail obligation. NSR's interest is derived from its agreement to lease, operate and manage PRR's assets.

The only segments of the Enola Branch allocated to PRR for continued use as active rail line are those between Mileposts 0.0 and approximately 1.1, the Parkesburg Industrial Track, and between mileposts 33.7 and 33.9, which we have now shown were not properly considered as part of the Line to be fully abandoned pursuant to the Conrail Notice of Exemption.

NSR may become the owner the Enola Branch property if the transaction approved by the Board in STB Finance Docket No. 33388 (Sub-No. 94), *CSX Corporation and CSX*

retain and operate over this segment for the foreseeable future.

Conrail's sale of the segment of the Line between Milepost 1.5 and Milepost 4.0 to SEPTA has left the adjacent segment of the Line between the end of the Parkesburg Industrial Track at Milepost 1.1, at least as identified in Conrail's Notice of Exemption, and the beginning of the SEPTA property at Milepost 1.5 as a short, isolated section of track or property. As a short, isolated segment of Line, it appears to be of little or no use to any party but NSR (in connection with the Parkesburg Industrial Track), SEPTA, Amtrak or the adjacent property owners. NSR needs to clarify the exact status and possible use or disposition of this short, isolated segment of the Line.<sup>11</sup> However, whether NSR retains this short segment for use in connection with the Parkesburg Industrial Track or abandons it in accordance with Conrail's Notice of Exemption should not significantly affect the contents or performance of the MOA. There are no structures along this 0.4-mile segment except to the extent an Amtrak bridge at Milepost 1.5 that apparently was not included in the conveyance to SEPTA.

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*Transportation, Inc., Norfolk Southern Corporation and Norfolk Southern Railway Company -- Control and Operating Leases/Agreements -- Conrail Inc. and Consolidated Rail Corporation [Petition for Supplemental Order], Decision No. 2, served November 7, 2003 becomes effective.*

<sup>11</sup>An old Conrail memo indicated an intention to retain the Line between Milepost 0.0 and the switch to Green Giant, at Milepost 1.5, as the Parkesburg Industrial Track. NSR's Law Department has recently noted the difference but has not yet been able to determine why the Conrail Notice of Exemption indicated that track 1 would be retained only to Milepost 1.1 or whether the industrial track in fact extends to approximately Milepost 1.5. NSR will investigate the status of this short, now isolated segment further and report its finding to the Board. As noted, however, the status and ultimate disposition of this segment makes little difference insofar as the substance of the MOA is concerned.

Amtrak's bridge at Milepost 1.5, which our information indicates is over rather than on a line still in active railroad use, also carries Amtrak's electric power transmission line.<sup>12</sup> That power line extends along the Enola Branch between the power plant at Safe Harbor, PA at approximately Milepost 28.3 and Parkesburg, PA (CP Park) at Milepost 0.0 where it joins Amtrak's electrified Harrisburg-Philadelphia main line. (The Safe Harbor Bridge over Conestoga Creek is at approximately Mileposts 27.3-27.7.)

**B. Line Segment Between Mileposts 1.5 and 4.0 Sold to SEPTA in 1996.**

Except for the Amtrak bridge at Milepost 1.5, Conrail sold the segment of the Enola Branch between Milepost 1.5 at Lenover, PA and Milepost 4.0 at the Chester County/Lancaster County Line to the SEPTA by deed dated May 13, 1996.<sup>13</sup> Thus, as SEA stated in the Public Notice and Draft MOA, this segment of the Line is no longer included in this proceeding.<sup>14</sup>

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<sup>12</sup>While the information we received from Conrail indicates that Amtrak owns the bridge at Milepost 1.5, we are not sure why it does so or whether it uses it or plans to use it for anything other than its electricity transmission line.

<sup>13</sup>Conrail apparently believed that the only outstanding matter in this proceeding was removal of the historic preservation condition with respect to certain bridges, none of which were on the segment that was sold to SEPTA.

<sup>14</sup>As the Board stated at pages 15-16 of the slip opinion in STB Finance Docket No. 33611, *Union Pacific Railroad Company -- Petition for Declaratory Order -- Rehabilitation of Missouri-Kansas-Texas Railroad Between Jude and Ogden Junction, TX*, 3 S.T.B. 646 (1998), served August 21, 1998: "Once abandonment of a rail line is consummated, as here, the Board loses jurisdiction over the line, and as the Supreme Court observed in *Hayfield N. R.R. v. Chicago & N.W. Transp. Co.*, 467 U.S. 622, 633-34 (1984), the abandoned line becomes no different than any other real estate, both in terms of its use and a State's jurisdictional oversight. n8 Accordingly, whether we have jurisdiction over a subsequent transaction involving the line is necessarily based on the nature of the activity independent of the prior abandonment."

**C. Line Segment Between Mileposts 4.0 and 27.0 to Be Conveyed to Townships Under 1997 Settlement Approved and Ordered by PA PUC.**

Under the February 25, 1997 Stipulation of Settlement ("Settlement Agreement") between Conrail and the Townships,<sup>15</sup> attached as Exhibit 3, Conrail agreed to convey the real property comprising the Line that was located in each Township, except for certain property in Conestoga Township beyond Milepost 27.0 and the property in West Sadsbury Township, to the respective Townships. No property was to be conveyed to West Sadsbury Township, but Conrail agreed to pay West Sadsbury Township, jointly with Sadsbury Township, \$60,000 in consideration of the future maintenance by the Townships of the bridge at Noble Road on the Township boundary line. Conrail also agreed to convey the real property comprising the Line in the Borough of Quarryville, PA, which did not participate in the Settlement Agreement, to Providence Township. The Settlement Agreement stated that Conrail's title to the property to be conveyed was burdened by the previous conveyance of an easement to Amtrak. That easement was for the purpose of locating and maintaining Amtrak's electric power transmission line on the Line between Safe Harbor, PA and Parkesburg, PA. Under the Settlement Agreement, Conrail also would retain an easement to perform any necessary work in connection with maintenance of the power line. The Townships consideration to Conrail was simply to relieve it of the

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<sup>15</sup>As noted above, these are the Lancaster County Pennsylvania Townships of Conestoga, Martic, Providence, Eden, Bart and Sadsbury and the Chester County Pennsylvania Township of West Sadsbury. The Line passes into Manor Township between approximately Milepost 33.1 and Milepost 33.9 but since this segment is parallel to the Port Road Branch, it will be retained by NSR. Manor Township is not a party to the Settlement Agreement and thus has no interest in this proceeding.

future ownership and maintenance of the property.

In consideration of future maintenance of various specified bridges on the Line or other undertakings described in the Settlement Agreement, Conrail agreed to pay the following amounts to the Townships:

Sadsbury and West Sadsbury jointly - \$60,000.

Sadsbury - \$50,000.

Bart - \$150,000.

Eden - \$90,000.

Providence - \$150,000 for the Quarryville Borough property; the difference between \$185,000 and the cost of removal, if less, of bridges at Oak Bottom Road, Hollow Road (West) and Sigman Road; and \$165,000 for Providence Township property.

Martic - \$100,000 plus \$450,000 jointly with Conestoga Township for maintenance of the Martic Forge Bridge.

Conestoga - \$100,000.

The Settlement Agreement stated that two environmental assessments of the property were performed at Conrail's expense and were taken into account in arriving at the amount of consideration recited in the agreement.

Conrail also agreed to install fencing on the Noble Road Bridge, to remove the structures over White Oak Road, Pumping Station Road, U.S. Route 222 after two years, to pay up to \$185,000 of the cost of removal of bridges at Oak Bottom Road, Hollow Road (West) and Sigman Road, and to remove the Amtrak transmission towers from the Martic Forge Bridge within 18 months and assure existing barriers to access the bridge deck are

in good operating order and to provide the Township with keys to the structures within 120 days.

Conrail also entered into a Stipulation of Settlement with PennDOT, in which that agency consented to demolition of the structures which Conrail and the Townships agreed to demolish and agreed to maintain certain other specified structures that would be retained on the Line. Exhibit 4.

The PA PUC approved the Stipulations of Settlement in its order entered October 9, 1997 in A-00111016, *Application of Consolidated Rail Corporation for the abolition of 31 Crossings of the Enola Branch, LC: 201323, MP 3.5 to MP 27.0, Sub No. 1095X, Harrisburg Division, Lancaster County* and C-00913256, *Board of Supervisors of Bart Township v. Consolidated Rail Corporation, Pennsylvania Department of Transportation, and Lancaster County, et al.* Pertinent pages from the lengthy decision and order are attached as Exhibit 5. The PA PUC order was eventually affirmed on appeal to the Supreme Court of Pennsylvania in a brief order without opinion in No. 0782, M.D. Allocatur Docket 1998, *Friends of the Atglen-Susquehanna Trail, Inc. and Historic Preservation Trust of Lancaster County v. Pennsylvania Public Utility Commission*, June 29, 1999, attached as Exhibit 6.

Upon completion of this proceeding NSR plans to comply with these Settlement Agreements in accordance with the PA PUC order and to make the conveyances and payments specified in those agreements and to perform such other work as the Settlement

Agreements require.<sup>16</sup> In return, NSR (on behalf of itself, PRR and Conrail) will be relieved of all further responsibilities for the property, except to the extent, if any, that it may have any continuing obligation with respect to Amtrak's electric power transmission line.

**D. No Current Plan to Dispose of Line Segment Between Mileposts 27.0 and 33.7; Exclusion of Line Segment Between Mileposts 33.7 and 33.9.**

NSR previously stated that it intended to keep the Line between Mileposts 27.0 and 33.9 (or 33.7) in connection with the operation of, or to protect, its active, parallel Port Road Branch. While the essential point that NSR has no current plan to dispose of any of this segment of the Line remains accurate, NSR wishes to clarify that it neither needs nor necessarily desires to permanently retain the entire Line segment between Mileposts 27.0 and 33.7.

For about one-half mile between Milepost 27.0 and the Safe Harbor Bridge over Conestoga Creek, including part of the bridge, the Line does not parallel the Port Road Branch. The Safe Harbor Bridge, and the Line for some distance between that bridge and Port, PA, parallel, but are not directly adjacent to, the Port Road Branch. The Enola

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<sup>16</sup>This proceeding should not be delayed for further consideration of trail use alternatives to the Stipulation of Settlement. NSR only would agree to modify the Stipulations of Settlement or to convey the property to another party upon agreement of all of the Townships, PennDOT and the PA PUC, and only if the modification or substitution of another party did not result in additional costs or obligations to Conrail or NSR, continued to relieve the railroad of further responsibility for the property and protected Amtrak's easement and rights with respect to the location and maintenance of the electric power transmission line on the Line. We believe that there is little chance that such an agreement can be reached in a timely manner. Lancaster County, or other parties interested in ownership or use of the property, should deal with the Townships with respect to that ownership or use after the Townships have taken ownership and possession of the property to be conveyed to them under the Settlement Agreements.

Branch's right-of-way is at a higher elevation for some of the distance, although the two Lines do come close together and then directly adjacent on the same right-of-way before they reach Port, PA, at least by Milepost 33.1.

NSR's only foreseeable use of the Safe Harbor Bridge and the Line between that bridge and the beginning of the segment to be conveyed to Conestoga Township at approximately Milepost 27.0 is to protect Amtrak's electric power transmission line and easement and to limit access to the vicinity of the power plant. NSR would consider disposing of the segment between Milepost 27.0 and the Safe Harbor Bridge, and in particular the Safe Harbor Bridge itself, if there were a potential transferee which was willing and able to assume responsibility for that property, protect Amtrak's power line and easement and satisfy any security or other concerns of the power company at Safe Harbor. These necessary conditions obviously make finding a qualified potential transferee unlikely. It is also possible that NSR might consider disposition of some part of the Line between the Safe Harbor Bridge and Port, PA although this is increasingly unlikely as the Line comes together with the Port Road Branch.

NSR's consideration of possible future disposition of the Safe Harbor Bridge and a portion of the Line in either direction from the bridge, as well as its decision not to withdraw any portion of the Line between Milepost 27.0 (or the Safe Harbor Bridge) and Milepost 33.7 from this proceeding, or to reclassify any portion of this segment of the Line as industrial or excepted track, do not affect the ownership status of this segment or its future use for railroad purposes. NSR will retain all, and in the future at least part, of the property comprising this segment of the Line for railroad purposes. Such purposes could include

protection of the Port Road Branch or use of the segment in connection with the Port Road Branch and maintenance of Amtrak's power line and easement. NSR notes that it could restore an excepted track on any portion of this segment of the Line, or use the property for certain other railroad purposes, without further STB approval or exemption, as long as it (or PRR) retains ownership of the property. 49 U.S.C. 10906.

As previously noted, Conrail indicated that it would retain track 1 between Mileposts 33.7 and 33.9 at Port, PA. Therefore, that segment of the Line should be excluded from this proceeding.

#### **VI. NSR Does Not Waive Jurisdictional Arguments.**

NSR's agreement to conclude the Section 106 process in this matter essentially in line with the draft MOA is premised on our belief that this will be the fastest way to bring this matter to a conclusion and also will be the most satisfactory result to the most parties. By proceeding in this manner, NSR does not waive any jurisdictional arguments. If a speedy and satisfactory conclusion to this matter does not occur, NSR reserves its arguments that Conrail previously consummated abandonment of the subject Line and that Section 106 of the NHPA is not properly applied to abandonment exemption proceedings for a future motion to the Board in which we would request the Board to recognize the consummation of the abandonment of the subject Line and present other arguments for dismissal of this proceeding.

#### **VII. Comments on the Memorandum of Agreement.**

##### **A. NSR Choice of Consultant.**

NSR believes that it is important for NSR, which will be paying the consultant

chosen to carry out the terms of the MOA, to be able to choose and direct that consultant. NSR has received five proposals with respect to completion of the terms of a similar, previous draft MOA from consultants on the SHPO's list of consultants and will choose one of them to prepare the documentation required by the final MOA. Thus, NSR will engage a qualified consultant, which has been previously approved by the SHPO to perform the tasks specified in the MOA. The Draft MOA does not clearly state that NSR can make this choice of consultant. Therefore, we request that the first paragraph of the Stipulations in the MOA be amended by the addition of a clause such as " if NSR declines to contract with an independent third party contractor but concurs with this MOA," after "contractor" in line 3 to make clear that NSR has this option.

#### **B. Documentation of Bridges and Structures.**

The MOA provides that NSR and the SHPO shall work together to develop a list of representative structures on the Enola Branch for documentation.

NSR has made a proposal with respect to the documentation of representative bridges in addition to eight bridges already documented and two additional bridges that were photographed to State Recordation Level standards. The bridge list in Exhibit 7 compiles information on the 76 bridges or culverts, or former bridges or culverts, and two large pipes on or along the Line. The list also shows the nature, year rebuilt or substantially repaired, and actual or proposed disposition of the bridges. The list includes NSR's recommendation on further documentation and a short reason for that recommendation (but does not show the two bridges for which recordation photographs were submitted. See Exhibits 13 and 14.) The SHPO has expressed a desire to review the list of

structures on the Line in order to make further recommendations but has yet to respond.<sup>17</sup>

We point out that eight of the most significant bridges, and the ones most likely to be removed, have already been documented and two others have been photographed at recordation levels.<sup>18</sup> Copies of this documentation should be included in the final report contemplated as sufficient documentation and mitigation of adverse effects of the proposed abandonment on historic properties in this matter, but it would be wasteful to

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<sup>17</sup>In a letter from Kurt Carr to David C. Eaton, dated October 17, 1994, Exhibit 8, the SHPO identified twelve (12) bridges between Milepost 4.03 and Milepost 25.73 as "contributing structures to the National Register eligible railroad" and nineteen (19) bridges that "are non-contributing structures to the National Register eligible railroad line." One bridge, at Milepost 4.03, was subsequently changed to a contributing structure. There are six bridge or culvert structures between Milepost 25.73 and Milepost 27.36, but except for a 24-foot structure over Shenks Road at Milepost 25.73, they are all 12 feet or less in length. The 13 bridges or structures identified by Mr. Carr and the bridge at Shenks Road are among other bridges or structures that have been recorded to state standards or are identified in the NSR for such recordation and inclusion in the final report.

<sup>18</sup>The bridges previously recorded by Conrail are the 94-foot through truss bridge over the rail line at Milepost 4.70 at Orchard Buck Road in Sadsbury Township, which is also in the Pennsylvania Historic Bridge Inventory and Evaluation; the 30-foot stone arch bridge at Milepost 11.68 over Pumping Station Road (LR 36086) in Eden Township; the 24-foot stone arch bridge at Milepost 14.46 over Oak Bottom Road in Providence Township; the 24-foot stone arch bridge at Milepost 14.62 over U. S. Route 222 in Providence Township; and the 24-foot stone arch bridge at Milepost 18.08 over Hollow Road in Providence Township. Exhibit 9.

In addition to the Orchard Buck Road bridge, two of the other eight highway bridges were documented in the Pennsylvania Historic Inventory and Evaluation: the bridge over the line at Mileposts 8.78, variously identified as TR 774 Quarry Road or Lamparter Road and the bridge over the line at Milepost 15.00 Fairview Road or Fairview Church Road. Exhibit 10.

A copy of the existing HABS/HAER documentation of the Safe Harbor Bridge over Conestoga Creek near the Susquehanna River at Milepost 27.36 (Library of Congress Call Number HAER, PA,36-SAHAR,1, Survey Number HAER PA-531) from the Library of Congress web site. Exhibit 11.

repeat original documentation of structures that have already been documented.<sup>19</sup>

We proposed that ten additional bridges or structures be recorded to State standards, although as we note in the footnote and Exhibits 13 and 14, recordation-level photographs of two of these structures were previously submitted to the SHPO. These additional bridges or structures will include all the original structures that have not significantly rebuilt or repaired, except for a few structures that are 20 feet or less in total length. They will include all of the structures that will, or as of this time might, be removed upon transfer of the property to the Townships.<sup>20</sup>

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<sup>19</sup>In a June 18, 1998 letter from Kurt W. Carr to David C. Eaton, the SHPO acknowledged that the recordation was acceptable as part of the mitigation for the project. Exhibit 12. That recordation is attached as Exhibit 9. Also attached are the large format photographs of the Noble Road Bridge, MP 4.03 in Sadsbury Township, Exhibit 13, and the Bridge over Route 324, Marticville Road, MP 23.04, in Martic Township, Exhibit 14. We do not know why Conrail submitted these photographs that would suffice for State Level Recordation of these bridges or did so without accompanying recordation forms. However, we suspect that they were submitted in order to document bridges that may be subject to later removal.

<sup>20</sup>These bridges or structures proposed by NSR for State Level Recordation include the following bridges or structures that have not been built or substantially rebuilt in the past 50 years, or that are especially significant, in addition to those bridges already documented: (1) the 60-foot stone arch bridge at Milepost 4.03 over Octoraro Creek and LR 36009; (2) 32-foot stone arch bridge at Milepost 7.61 over Vintage Road; (3) the 47-foot stone arch bridge over the railroad at Milepost 13.83 at Church Street; (4) the 39-foot stone arch bridge at Milepost 19.48, over LR 36007, Route 272; (5) the 50-foot stone arch bridge at Milepost 19.61, over LR 36025, Route 272; (6) the 24-foot stone arch bridge at Milepost 23.04, over Marticville Road, PA Route 324; (7) the 588-foot Martic Forge Trestle at Milepost 23.75 over LR 36005 and Pequea Creek; (8) the 24-foot stone arch bridge over Shenk's Road at Milepost 25.73 and the two 10-foot brick arch bridges or culverts (9) at Milepost 26.33 over Boatman Run and (10) Milepost 26.52 over Gardners Run as examples of original brick arch structures of 20 feet or less in length on the line, which are over named streams and have not been substantially rebuilt. In view of Conrail's previous submission of recordation level photographs of bridges 1 and 7 on this list (Exhibits 13 and 14), NSR proposes that documentation of those bridges should be

After recordation of the 10 new and 8 previously documented bridges, the 60 other existing or former structures on the Line can be categorized as follows: four have been removed, a fifth (over private Pawnals Road) seems to have been removed and a sixth, the "silt tunnel," a large concrete culvert built in 1954, has been bricked up (6); two (2) are simply large pipes, one of which is metal and dates to 1941; five (5) are owned by Amtrak or Amtrak/PRR jointly, have been rebuilt, and are still in service on the Parkesburg Industrial Track, which is not part of the Line to be abandoned; seven (7) are on the segment of the line sold to SEPTA and most of them are in other categories as well; ten (10) are modern highway bridges that were not built or maintained by the railroad (five PennDOT; five Townships' responsibility)<sup>21</sup>; nine (9) have been substantially rebuilt since

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considered complete with the submission of identification forms and that the photographs previously submitted constitute sufficient photographic recordation of these structures.

Thus, recordation-level photographs and identification of eight of the ten (10) structures indicated above, and identification of the two that have already been photographed to recordation-level standards, added to copies of the photographs and documentation of the five (5) structures already documented to state standards, the (1) Safe Harbor Bridge that has been documented to HAER standards, and of the two (2) state highway bridges that are documented in the Pennsylvania Historic Bridge Inventory and Evaluation should constitute, or come close to, the total number of structures that need to be further photographed and documented in the final report under the MOA. Copies of other representative and historically significant photographs discovered during the course of archival research as well as copies of other structures previously submitted to the SHPO in this proceeding or the related PA PUC proceeding could also be included in the report.

<sup>21</sup>These modern highway bridges include the highway bridges over the rail line at Milepost 8.22 at Georgetown Road (State Route 896) in Bart Township (1985), Milepost 12.15 at Hess Road in Eden Township (1988), Milepost 13.32 at State Street in Quarryville Borough (1959), Milepost 15.91 at Cinder Road in Providence Township (1983), Mileposts 16.75 and 20.51 at Rawlinsville Road in Providence Township (two bridges, T- 505 (1983) and T-442 (1957)), and Mileposts 17.12 and 18.69 at Sawmill Road in Providence Township (two bridges, T-435 (1959) and T-436 (1953), listed as "new" on one railroad list), and Milepost 24.64 at River Hill Road in Conestoga Township

their initial construction and twenty-one (21) are 20 feet or shorter in length - which was the cut-off length for bridges surveyed in the Pennsylvania Historic Bridge Inventory and Evaluation. Of these twenty-one bridges, most of which are brick arch culverts or concrete slabs, twelve were substantially rebuilt after their initial construction. Clearly these smaller structures are repetitive and of little individual significance, especially if a few examples are included in the report. Nonetheless, we have provided for the inclusion of two other such small structures which are over named streams and which are listed as not having been substantially rebuilt since the original construction of the line in the ten structures listed for further recordation.

No real value can be added to the documentation of the Line by spending money on the repetitive recordation and photographing of these small, similar structures or other ordinary structures. A review of the copies of the 83 photographs submitted to the SHPO by Conrail of all the structures or sites of former structures on the Line in 1989, which is attached as Exhibit 15, even though many of the photocopies are of poor quality, shows the ordinary and repetitive nature of many of the structures on the line. These include

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(1963).

The Pennsylvania DOT, in cooperation with the Federal Highway Administration and the Pennsylvania Historical and Museum Commission, compiled an inventory of all state and locally owned bridges that are greater than 20 feet in length and constructed prior to 1957 and, according to the PennDOT web site found 597 bridges eligible for listing on the National Register and about 100 that were already listed. This indicates to NSR that bridges that are 20 feet or less in length are generally considered insignificant from an engineering and historical perspective and bridges built within the past 50 years are likely to be of common design, too new or otherwise generally considered ineligible for listing in the National Register. Three of the highway bridges on the Line were included in that inventory, but six others were omitted.

several simple steel truss span structures and a number of small bridges and culverts that even 14 years ago were largely overgrown. The original submission of these photographs to the SHPO should present sufficient photographic documentation of the additional structures on the Line. No track or other material or structures remain on the Line.

In addition to the copies of previously submitted photographs included in these comments, we note that color photographs of the 33 bridges and structures that were considered in the PA PUC proceeding have been previously submitted to the SHPO and other parties in that case. These bridges are also identified on Exhibit 7. Reasonably high quality photocopies of these photographs can be included in the record in this case and provided as part of the documentation provided for in the MOA.

It appears that the consultant's time and resources would be more productively spent on archival research rather than significant amount of additional photographic recordation of a Line that has been dormant for over 14 years and has been previously extensively photographed and recorded.

### **C. Avoidance of Further Delay.**

Procedurally, we wish to avoid the possibility of constant further delays and re-opening of the matter. We believe that options to seek revision of the MOA must be limited in time and substance. While the description of the report, and the ACHP procedures provide some time limitations, we would prefer that the MOA have definite time limitations for complaints, proposed amendments or further proposals that could delay the matter indefinitely and might exceed a reasonable cost. We ask that SEA review the MOA to determine if any time periods can be specified or shortened and any

opportunities for unwarranted delays in completion of the project can be avoided. We certainly trust that the MOA and proposed documentation will be implemented, performed and accepted in a timely manner.

#### **D. Historical Narrative.**

Insofar as production of a narrative concerning the history of the Line is concerned, it should be recognized that a comprehensive narrative of the history of the Line has been produced by Mr. Frederick H. Abendschein in his article concerning the Line, "The Atglen and Susquehanna: Lancaster County's Low Grade," *The Keystone*, Volume 27, Number 4, Winter 1994, page 10, The Official Publication of the Pennsylvania Railroad Technical and Historical Society, attached as Exhibit 16. It is most unlikely that any significant additional material will be available to add to his essay. There is no reason not to incorporate this work in the documentation as the narrative, rather than to attempt to rewrite it. It documents the history of the Line in much greater detail than is possible with most branch lines. Any significant facts about the Line, including any other existing historical essays or references to available books, magazines or journals discovered during archival research, can be added to the documentation in a supplemental narrative.

We note that records with information about specific persons who constructed the line nearly one hundred years ago were unlikely to be preserved, due either to their age or for privacy reasons, and may no longer be available.

#### **E. Archaeological Resources.**

Since the cessation of rail service and transfer of the Line to the Townships (and even removal of a few bridge supports plus retention of a few bridges by PennDOT)

cannot reasonably be considered likely to result in an effect on archaeological resources. Thus, extensive attention to this aspect of the historical report is unwarranted. The initial construction of the railroad Line undoubtedly disturbed anything buried just under the surface of the Line that would again be disturbed during removal of bridge supports. Moreover, only a small area around a few bridge supports will be removed under the Settlement Agreements and PUC order. This removal will be only a few feet below the surface of the ground, making it nearly certain that the consequences of abandonment of the Line will not have an adverse effect on archaeological resources.

Indeed, no archaeological sites along the railroad right-of-way, much less in the vicinity of the bridges that will or may be removed, have been identified despite the pendency of this possibility since the beginning of this proceeding.<sup>22</sup>

#### **VIII. Other Documents or Facts Pertinent to the Section 106 Process.**

NSR paid \$15,437 to fund an exhibit or video of the history of the Enola Branch in the Pennsylvania Railroad Museum on June 2, 2001 in accordance with the mitigation proposed in the previous draft Memorandum of Agreement this matter. Exhibit 18.

During the pendency of this matter, Conrail contributed \$10,000 for the maintenance of the bridge at Milepost 8.78 at Lamparter Road. That is one of the bridges that has been documented by the Pennsylvania Department of Transportation.

Conrail submitted topographical maps showing the location of Enola Branch with

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<sup>22</sup>See also Exhibit 17.

location of structures on the Line<sup>23</sup> and 83 black and white photographs of the bridges and structures on the Enola Branch to the SHPO in connection with its historic report<sup>24</sup> in the Notice of Exemption and subsequently submitted to the SHPO and others copies of at least two photographs of the 29 structures and two former bridge locations that were originally identified in, and were the subject of, the PA PUC proceeding.

The previous recordation of eight bridges, and recordation level photography of two other bridges, on the Line should be taken into account in the mitigation of any adverse effects of the abandonment. This documentation should merely be incorporated in the further documentation and final report contemplated by the MOA rather than performed again.

The previous recordation, and the further recordation proposed by NSR, includes any original bridges that have been scheduled for removal, or that have been suggested for removal, upon abandonment of the Line. Copies of other ordinary photographs of other structures already submitted to the SHPO should be sufficient documentation for those ordinary or repetitive structures, some of which are highway bridges.

The preservation of certain structures under the Settlement Agreements should also be considered as part of the mitigation in this matter. Conrail committed to pay approximately \$1.3 million to the Townships for maintenance or assuming responsibility for these structures under the Settlement Agreements. Conrail also committed to perform

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<sup>23</sup>See Exhibit 17.

<sup>24</sup>See Exhibit 15.

certain work on, or removal of, structures. The estimated cost for this work was \$500,000 when the Settlement Agreements were reached and the work certainly would be no less expensive today. The Townships will assume certain expenses in connection with ownership of the property to be conveyed to them, but they are not committed to make any payments to Conrail for the conveyance of the property itself.

While the considerable number of speakers at the public hearing in Quarryville, PA on November 19, 2003 concerning the draft MOA spoke for or against converting the Line to a trail, none of them offered relevant information or suggestions about the history of the Line or proposed changes in the MOA. The few speakers who even referred to the MOA requested trail use be taken into account, which is irrelevant to the documentation of the history of the Line and beyond the power of the Board to require.<sup>25</sup>

**IX. The Board Can Not Require NSR to Convey the Line for Trail Use or to Make Future Use of the Line's Right-of-Way As a Trail A Condition to Satisfy the Section 106 Process or to Obtain the Exemption to Abandon the Line or to Exercise the Abandonment Exemption Authority; Possible Trail Use of the Line is Not a Matter for Inclusion in an MOA Providing for Historical Documentation.**

In ICC Ex Parte Docket No. 274 (Sub-No. 13), *Rail Abandonments -- Use of Rights-of-Way As Trails -- Supplemental Trails Act Procedures*, served May 26, 1989, the ICC recognized at page 11 of the slip opinion that the Commission had no authority to force a railroad to convey a rail line that was the subject of an abandonment proceeding to any public or private group for the purpose of turning it into a trail. It has even less authority to do so under NHPA, which is a procedural statute, than it would under its governing

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<sup>25</sup>Clearly, the Underground Railroad is completely unconnected to the history of this Line, which was not constructed until 1903-1906.

statute. See *Concerned Citizens Alliance, Inc. v. Slater*, 176 F.3d 686 (D.C. Cir. 1999); *Waterford Citizens' Ass'n v. Reilly*, 970 F.2d 1287, 1290 (4th Cir. 1992); *Vieux Carre Property Owners v. Brown*, 948 F.2d 1436, 1447 (5th Cir. 1991). Section 106 requires the agency (not a private party) that is engaged in or approving a Federal undertaking to consider mitigation of any adverse effects of that Federal undertaking on historic properties. It is clear that no particular substantive result is required and that no project need be prevented because of NHPA.

Not only does NHPA remain a procedural, and not a substantive statute, (as several cases, including those already cited, recognized), its scope is limited. See *Concerned Citizens Alliance, Inc. v. Slater*, 176 F.3d 686 (D.C. Cir. 1999); *Waterford Citizens' Ass'n v. Reilly*, 970 F.2d 1287, 1290 (4th Cir. 1992); *Vieux Carre Property Owners v. Brown*, 948 F.2d 1436, 1447 (5th Cir. 1991). The words of the U. S. Court of Appeals for the D. C. Circuit in *Lee v. Thornburgh*, 877 F.2d 1053, 1058 (D.C. Cir. 1989) are as applicable to NHPA after the 1992 amendments as they were before them:

The National Historic Preservation Act is a narrow statute. Its main thrust is to encourage preservation of historic sites and buildings rather than to mandate it. It leaves not only Congress free but also the states, opting for the carrot, in the form of grants, rather than the stick. Federal agencies, in contrast, are commanded to value preservation, and are subject to certain requirements -- but only in relation to projects or programs they initiate or control through funding or approvals. It is their own nest Congress has asked the agencies not to foul.

Thus, to the extent the Board may have jurisdiction, the mitigation measures that the Board can order under the Section 106 process, are limited to documentation of the Line. The constitutional minimum value that the Board is required to set for the acquisition of a

rail line to be abandoned by another party under the OFA procedures is the greater of the net liquidation value or the going concern value. STB Finance Docket No. 32479, *Caddo Antoine And Little Missouri Railroad Company-Feeder Line Acquisition-Arkansas Midland Railroad Company Line Between Gurdon and Birds Mill, AR*, served Aug. 12, 1999; 49 U.S.C. 10907(b). It would be anomalous as well as unreasonable, arbitrary and capricious if due to holding costs and historic effects mitigation conditions applied to purely private property engaged in purely private business with its own funds, the amount of its own property that the railroad was able to retrieve from lines to be abandoned was below the constitutional minimum value prescribed by ICCTA in order to keep property in railroad service, an aspect of the Board's statutory mandate.

The value of the railroad's property cannot be effectively and unconstitutionally diminished, or the use or value of that property made unavailable for other purposes consistent with the ICCTA. The fact that Conrail chose to donate the 23.0-mile segment of the property included in the Settlement Agreements to the Townships and make certain payments to them to assist in its maintenance and use does not affect the general validity and application of this principle. It merely shows that Conrail weighed the various benefits and detriments concerned with abandonment of the Line and made what it believed to be an appropriate, and voluntary, decision as to the most favorable disposition of the property. It does not permit the Board to order any particular disposition of the included or remaining property constituting the Line or to prevent or severely restrict that disposition with costly and burdensome restrictive covenants or conditions.

The Board cannot pre-empt or in any way reverse the order of the PA PUC

providing for transfer of a portion of the Enola Branch in the Settlement Agreements. In ICC Docket No. AB-33 (Sub-No. 78), *Union Pacific Railroad Company – Abandonment - In Saline, Ottawa, Lincoln, Russell, Osborne and Rooks Counties, KS*, (served January 19, 1994), the ICC stated at pages 7-8 of the slip opinion:

The matters of bridges, cleanup, and land restoration are properly resolved under State law. Our conditioning authority is used to ensure that the anticipated impacts of the abandonment do not exacerbate [\*8] an already existing problem. *Union Pacific R.R. Co. -- Aban – Wallace Branch, ID*, 9 I.C.C.2d 325, 335 (1992) (Wallace Branch). The function of our exclusive and plenary jurisdiction over abandonments is to provide the public with a degree of protection against the unnecessary discontinuance, cessation, interruption, or obstruction of available rail service. After a line is abandoned pursuant to our authority, our jurisdiction ends and State and Federal property law control. *Id.*, citing *Hayfield Northern R.R. Co. v. Chicago & N.W. Transp. Co.*, 467 U.S. 622 (1984).

In *Wisconsin Cent. Ltd. v. Surface Transp. Bd.*, 112 F.3d 881 (7th Cir. 1997), the U. S. Court of Appeals for the Seventh Circuit stated at 887-8:

There is no dispute that when WCL acquired the Mellen Bessemer Line from the Soo, the Line was no longer within the Commission's jurisdiction. The Soo had already obtained the Commission's permission to abandon the Line and had consummated that authority by discontinuing service. At that juncture, then, the Line was simply ordinary real property that WCL was free to transfer or dispose of without Commission approval.

Inasmuch as the Board cannot order or require the railroad to convert the property to a trail or to convey it to a third party for that purpose, and because future use of the property is not relevant to the Line's past history, the Board need not order any studies concerning trail use or provide for trail use, or studies with respect to trail use, in the MOA.

**X. The Board Should Not Further Delay Completion of a Final MOA Essentially as Now Drafted or Performance of That MOA as Full Mitigation of Any Adverse Historical Effects From Abandonment of the Line for Trail Use Negotiations.**

While the Line still could be converted to a trail after the conveyance of the most significant middle segment of the Line to the Townships, that should now be a matter for the government entities to decide, in consultation with each other and their citizens, after the MOA documentation is completed and the Settlement Agreements are implemented. Most of the property, after all, will be placed under public ownership.

NSR's main concern is that further delay in concluding this proceeding and conveying the property to the Townships (or if they all promptly agree, to another governmental entity or responsible party) be avoided. Conrail negotiated for years for a possible trail use agreement, without success.<sup>26</sup> Moreover, NSR stated in comments almost a year ago that trail use could be achieved if a prospective trail user stepped into the position of the Townships, with their approval, required no more of NSR (or PRR or Conrail) than is required by the Settlement Agreements, and protected Amtrak's electric

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<sup>26</sup>This property was available for disposition for eight years before the Settlement Agreements were reached. Conrail negotiated with Lancaster County for about three years in an effort to convey the Line as a whole to the County for public purposes. Conrail even negotiated with FAST for a time after we believe it clearly had consummated abandonment of the Line. The Line has been available for public entities wishing to do any more with it than the Townships plan to do by making an agreement with the Townships for over six years. No party has stepped forward and offer to funds for such uses and to compensate the Townships for the interest they might give up, to perform the obligations and take on the responsibilities required under the Settlement Agreements with the Townships and PennDOT, and to pay any further costs that may be imposed on any of the parties in interest as a result of any action that might be taken by the PUC or anyone else as a result of amending or terminating the Settlement Agreements. NSR would certainly provide for performance of Conrail's obligations, including its required payments, under the Settlement Agreements, but neither NSR nor PRR nor Conrail is interested in taking on more expense, responsibility or liability than already provided for in what we believe are obviously generous Settlement Agreements under which the railroad simply will be allowed to exit the business of providing freight service over the Line and can dispose of excess property.

power transmission line and easement. Yet, no serious negotiations have taken place and no serious proposal has been placed on the table. Further delay for unnecessary exploration of trail use is unwarranted. That use is not precluded by transfer of the property to the Townships. In view of the Settlement Agreements and the PA PUC order, as affirmed by the Pennsylvania Supreme Court, NSR is bound to provide performance of Conrail's obligations under the Settlement Agreements, and as noted above, the Board cannot require otherwise.

NSR certainly would like to substantially reduce or totally avoid the documentation of the Line required by the MOA that might be achievable if the Line were to be converted into a trail, but we also wish to avoid further delays in concluding this matter and must acknowledge the commitments previously made by, or required of, Conrail.

While the Board should not delay finalization of the MOA and its performance, and NSR will proceed with that performance as soon as possible, we would not reject a reasonable and specific proposal from a responsible party such as Lancaster County, to take over the duties and obligations of the Townships in the Settlement Agreement, provided all the Townships agree to the substitution of that party and the PA PUC approves it, which would not result in extra liability, expense or continuing conditions or responsibilities for NSR, PRR or Conrail, and which would protect Amtrak's electric power transmission line and easement to the same extent as required of the Townships in the Settlement Agreement. NSR would continue to provide the payments and other consideration in the Settlement Agreements but would take on no additional obligations, liabilities or continuing responsibilities or any further obligations or expenses than those

required in the Settlement Agreements. Otherwise, we believe there is little more to be said or done with regard to this matter or that we can reasonably do consistent with our obligations to our shareholders, our customers, the Townships, PennDOT, the PA PUC and the general public. To propose anything else would force the railroad into an untenable position with regard to its resources and duties to its customers and shareholders, and result in either the Board acting contrary to the ICCTA policies and denying or indefinitely delaying consummation of the abandonment or forcing the railroad to do nothing until someone came forward with funding or a reasonable proposal.

More than enough time has passed for planning and studies and negotiations. No further delays in permitting the railroad to exit from this situation and to implement the agreement with the Townships or a mutually agreeable alternate arrangement are tolerable. A prolonged period of trail use negotiation prior to any movement toward prompt conclusion of this proceeding is no longer an acceptable way to proceed with handling this matter.

Further delay hurts the general public most of all. The Townships and PennDOT cannot make needed improvements to roads and bridges, including removal of a few structures, that would promote public safety. The Townships cannot provide adequate clean-up and property protection and security while the property remains in railroad hands. As the record in this proceeding indicates, many public officials and citizens have expressed their urgent desire that this matter be concluded.

Congressional policies expressed in the Interstate Commerce Commission Termination Act ("ICCTA") 49 U.S.C. Subtitle IV, the law that the Board is charged with

administering principally require that a railroad fulfill its common carrier obligation with respect to shippers on its lines and that it operate economically and without loss through cross-subsidization of unprofitable operations. The relevant provisions of the railroad transportation policy are set forth in the footnote.<sup>27</sup> Further delay in concluding this matter is contrary to the Congressional policies that the Board is charged with implementing.

In *Hayfield Northern Railroad Co., Inc. v. Chicago & North Western Transportation Co.*, 467 U.S. 622 (1984), the Supreme Court noted the Congressional policy embodied in two revisions of the Interstate Commerce Act:

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<sup>27</sup>Congress has provided, among other things, in 49 USC §§ 10101. Rail Transportation Policy (2002):  
"In regulating the railroad industry, it is the policy of the United States Government--  
\*\*\*\*\*

(2) to minimize the need for Federal regulatory control over the rail transportation system and to require fair and expeditious regulatory decisions when regulation is required;  
(3) to promote a safe and efficient rail transportation system by allowing rail carriers to earn adequate revenues, as determined by the Board;  
\*\*\*\*\*

(5) to foster sound economic conditions in transportation and to ensure effective competition and coordination between rail carriers and other modes;  
\*\*\*\*\*

(7) to reduce regulatory barriers to entry into and exit from the industry;  
(8) to operate transportation facilities and equipment without detriment to the public health and safety;  
(9) to encourage honest and efficient management of railroads;  
\*\*\*\*\* and

(15) to provide for the expeditious handling and resolution of all proceedings required or permitted to be brought under this part."

None of these policies or goals are being met in this or proceedings with similar delays for historic preservation matters. Of course, the Board, which tried to conclude this matter on more than one occasion, bears little responsibility for the delays caused by the Section 106 process in this matter. Nonetheless, being mindful to comply with Section 106 procedures, the Board now needs to prevent undue further delays in concluding this matter and move it to a conclusion with all possible expedition.

To alleviate the costly delays imposed upon railroads by protracted proceedings before the Commission, the 4-R Act provided a schedule to govern the abandonment process. See 49 U. S. C. §§ 1a(3), (4) (1976 ed.). At the same time, to afford opponents of an abandonment an opportunity to maintain rail service, the 4-R Act allowed abandonment to be delayed for up to six months if a financially responsible person offered to subsidize or purchase the line. §§ 1a(6)(a). It soon became clear, however, that further reforms would be required in order adequately to address both the need of railroads for an even more abbreviated method of abandonment and the need of shippers and communities to avoid the dislocations caused by abandonment. As a consequence, Congress further amended the Interstate Commerce Act by enacting the Staggers Rail Act of 1980, Pub. L. 96-448, §§ 402, 94 Stat. 1941-1945, codified at 49 U. S. C. §§ 10903-10906.

467 U.S. at 629. See also *id.* at 630 n.8, quoting S. Rep. No. 96-470, pp. 39-41 (1979)

("The abandonment provisions of this bill are designed to accomplish two major objectives: significantly reducing the time spent processing [abandonment] cases at the Commission and improving the process by which abandoned lines can be subsidized"); and H. R. Conf. Rep. No. 96-1430, p. 125 (1980) ("§ 10905 as amended will 'assist shippers who are sincerely interested in improving rail service, while at the same time protecting carriers from protracted legal proceedings which are calculated merely to tediously extend the abandonment process'").

*In Abandonment and Discontinuance of Rail Lines and Rail Transportation Under*

49 U.S.C. 10903, 1 STB 894 (served December 24, 1996), the Board noted the policy as

to the latest statutory revisions to the abandonment process:

We continue to view the ICCTA as reform legislation and thus our effort has been to reform and streamline the existing rules and process. As we stated in the NPR, our goal has been to revise part 1152 to meet the letter and spirit of the ICCTA and to update the regulations to improve notice to the public and ensure ample opportunity for full public participation early in our proceedings. We continue to believe that this will result in a timely, expeditious resolution of abandonment cases and allow all interested parties to participate fully.

As Steven R. Wild noted in *History of Railroad Abandonments*, 23 Transp. L.J. 1

(Summer 1995), page 10:

A 1988 GAO study of twenty-one industries ranked railroads dead last in return on equity. Many commentators attribute at least part of the problem on

the remaining administrative impediments to abandonments. There is more than just railroad profit at stake in the concern for efficient railroads. Rectifying inefficiencies in the nation's transport system saves the nation many times over in terms of business logistics costs. Better, cheaper, and faster rail service due to deregulation has already saved the nation some five billion dollars over the last decade.

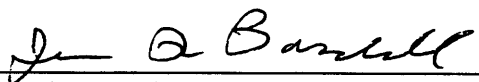
The goals and purposes of all these amendments to the Interstate Commerce Act and Interstate Commerce Commission Termination Act, and the statements of purpose and policy by Congress, the Courts and the Board should be implemented by the prompt conclusion of the Section 106 process in this proceeding and the abandonment of the Line.

#### **XI. Conclusion.**

NSR requests that the Board take these comments and suggestions into account in making any further revisions to the MOA, that the Board add no substantial further requirements or mitigation measures to the draft MOA, that no further delays be permitted in concluding the proceeding and that the Section 106 process be promptly concluded in this proceeding.

Respectfully submitted,

NORFOLK SOUTHERN RAILWAY COMPANY,  
Lessee and Operator of Pennsylvania Lines LLC,  
Successor to Consolidated Rail Corporation

By   
James R. Paschall  
General Attorney

December 2, 2003

In addition sending copies of these Comments to the Advisory Council on Historic Preservation and the Division of Archaeology and Protection, Pennsylvania Historical and Museum Commission (PA SHPO), NSR has mailed copies of these Comments to:

The Honorable Arlen Specter  
United States Senate  
Harrisburg Regional Office  
P. O. Box 1092  
Harrisburg, PA 17108

The Honorable Joseph R. Pitts  
Member of Congress  
50 North Duke Street  
Lancaster, PA 17602

Joyce A. Nettke  
Friends of the Atglen-Susquehanna Trail, Inc.  
P. O. Box 27  
Strasburg, PA 17579

Mr. Larry D. Williamson  
Conservation and Engineering Services  
Department of Conservation and Natural Resources  
Commonwealth of Pennsylvania  
Rachel Carson State Office Building  
P. O. Box 8767  
Harrisburg, PA 17105-8767

Mr. Ira Beckerman  
Cultural Resources Section Chief  
Pennsylvania Department of Transportation  
P. O. Box 3790  
Harrisburg, PA 17120

Mr. Craig C. Eshelman  
Chairman of the Board  
Conestoga Township  
P.O. Box 98  
Conestoga, PA 17516

Mr. Frank H. Peiffer  
Supervisor - Roadmaster  
Martic Township  
370 Steinman Farm Road  
Pequea, PA 17565

Mr. Wayne S. Herr  
Chairman of the Board  
Providence Township  
200 Mt. Airy Road  
New Providence, PA 17560

Mr. Jay Groff  
Supervisor - Treasurer  
Eden Township  
489 Stony Hill Road  
Quarryville, PA 17566

Mr. Calvin D. Deane  
Chairman of the Board  
Bart Township  
46 Quarry Road  
Quarryville, PA 17566

Mr. John D. Aesetto, Jr.  
Chairman of the Board  
Sadsbury Township  
1077 White Oak Road  
Christiana, PA 17509

Mr. Paul Thibault  
Chairman of the Board  
Lancaster County  
50 N. Duke St.  
P. O. Box 83480  
Lancaster, PA 17608-3480

Mr. Howard "Pete" Shaub  
Vice Chairman of the Board  
Lancaster County  
50 N. Duke St.  
P. O. Box 83480  
Lancaster, PA 17608-3480

John P. Mikowychok, Director  
Department of Parks & Recreation  
Chester County  
601 Westtown Road, Suite 160  
P. O. Box 2747  
West Chester, PA 19380-0990

Margot L. Brubaker, President  
Historic Preservation Trust of Lancaster County  
123 North Prince Street  
Lancaster, PA 17603

Heidi Schellenger  
Executive Director  
Lancaster Farmland Trust  
128 East Marion Street  
Lancaster, PA 17602

Ralph H. Goodno, Executive Director  
Lancaster County Conservancy  
117 South West End Avenue  
Lancaster, PA 17608

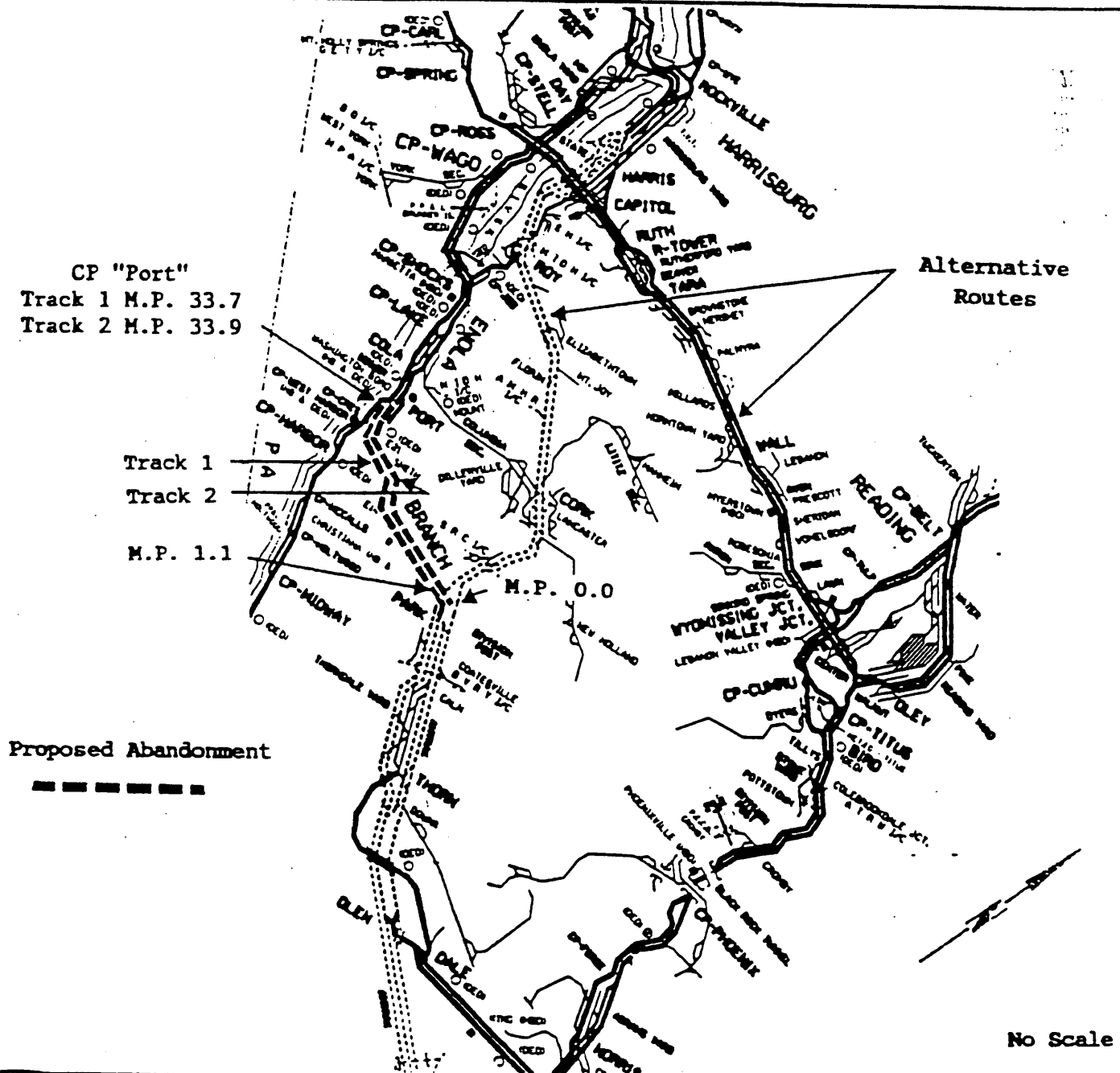
David L. Felpel  
Southern End Community Association  
665 Lancaster Pike  
New Providence, PA 17560

Benjamin C. Dunlap, Jr.  
Naumann, Smith, Shissler & Hall  
200 Third Street  
P. O. Box 840  
Harrisburg, PA 17108-0840

ENOLA BRANCH

- Track 1 From the clearance point of the switch to Green Giant in Parkesburg (Approx. M.P. 1.1  $\pm$ ) to its connection to the Port Road Branch at CP "Port" in Manor Township (Approx. M.P. 33.7  $\pm$ )
- Track 2 From its connection to Amtrak at CP "Park" in Parkesburg (Approx. M.P. 0.0  $\pm$ ) to its connection to the Port Road Branch at CP "Port" in Manor Township (Approx. M.P. 33.9  $\pm$ )

State(s): PA Counties: Chester Lancaster



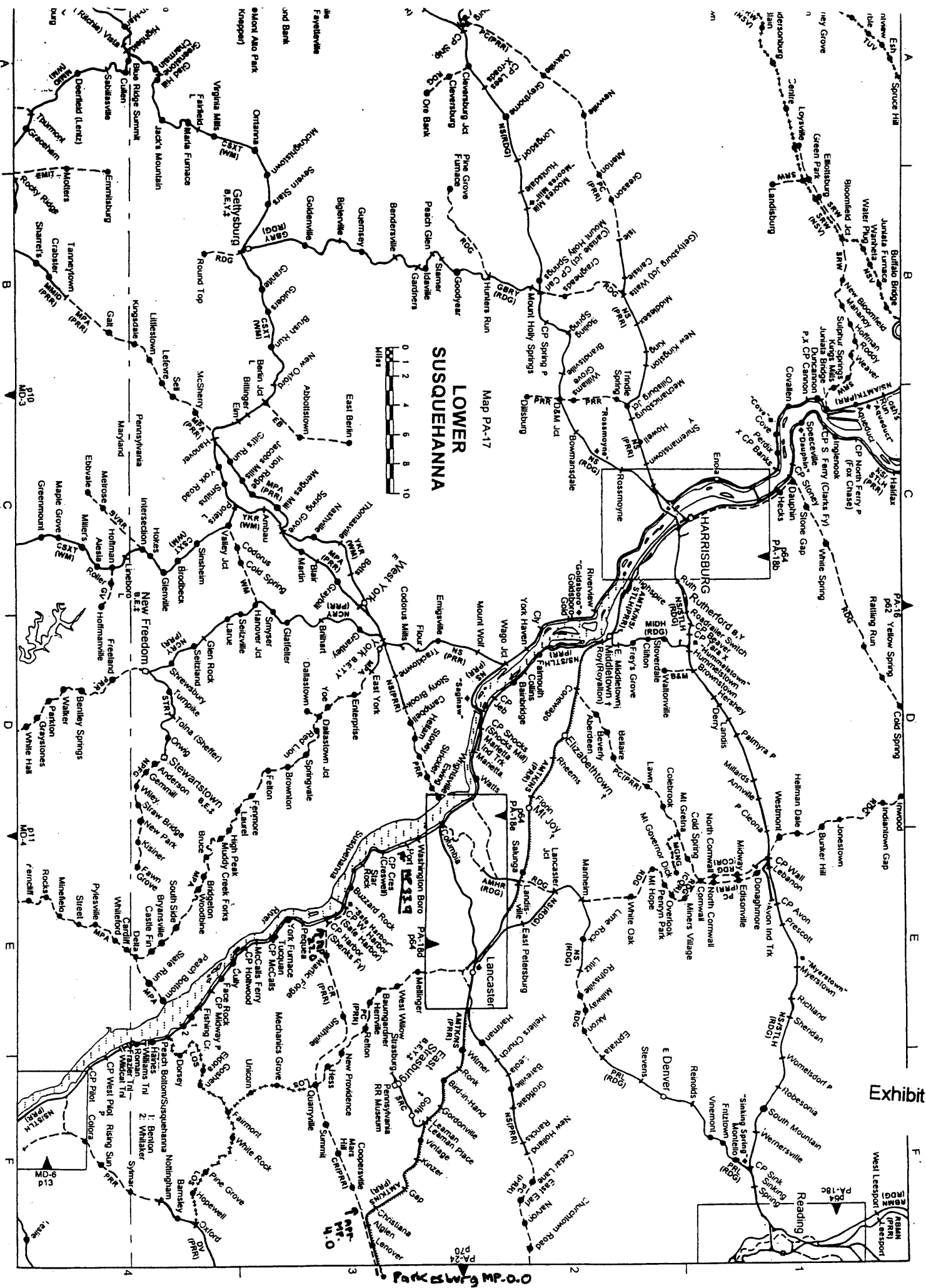


Exhibit 2

COMMONWEALTH OF PENNSYLVANIA  
PUBLIC UTILITY COMMISSION

COPY

Application of Consolidated Rail Corporation For the abolition of 31 crossings of the Enola Branch, LC: 201323, MP 3.5 to MP 27.0, Sub. No. 1095X, Harrisburg Division, Lancaster County. : : Docket No. A-00111016

Board of Supervisors of Bart Township v. Consolidated Rail Corporation, Pennsylvania Department of Transportation and Lancaster County, et al. : : Docket No. C-00913256

STIPULATION OF SETTLEMENT

THIS STIPULATION OF SETTLEMENT, entered into this 25<sup>th</sup> day of February, 1997 between Consolidated Rail Corporation, a Pennsylvania corporation with principal offices at 2 Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19101-1419, and the following municipalities:

- a. West Sadsbury Township, Chester County, Pennsylvania, with principal offices at RD #2, Parkesburg, Pennsylvania 19365-9044;
- b. Sadsbury Township, Lancaster, Pennsylvania, with principal offices at 1077 White Oak Road, Christiana, Pennsylvania 17509;
- c. Eden Township, Lancaster County, Pennsylvania, with principal offices at 489 Stoney Hill Road, Quarryville, Lancaster County, Pennsylvania 17566;
- d. Bart Township, Lancaster County, Pennsylvania, with principal offices at 46 Quarry Road, Quarryville, Pennsylvania 17566;
- e. Providence Township, Lancaster County, Pennsylvania, with principal offices at 200 Mount Airy Road, New Providence, Pennsylvania 17560;
- f. Martic Township, Lancaster County, Pennsylvania, with principal offices at 370 Steinman Farm Road, Pequea, Pennsylvania 17565; and

- COPY
- g. Conestoga Township, Lancaster County, Pennsylvania, with principal offices at P. O. Box 98, Conestoga, Pennsylvania 17516.

The parties set forth in paragraphs a - g will be referred to collectively as the "Municipalities."

WHEREAS, Conrail is the owner of the "Enola Branch," also or formerly known as the Atglen and Susquehanna ("A&S") Branch, identified in a prior conveyance by Trustees of Penn Central Transportation Company to Consolidated Rail Corporation as "Susquehanna (A&S) Branch," a right-of-way situate in relevant part in Chester and Lancaster Counties, Pennsylvania, as more specifically described in Appendix "A" hereto; and

WHEREAS, on or about October 2, 1989, Conrail filed with the Interstate Commerce Commission its "Notice of Exemption for Abandonment by Consolidated Rail Corporation of a Portion of the Enola Branch in Lancaster and Chester Counties, Pennsylvania" -- Docket Number AD167 (sub-no.1095X), which recites a proposed consummation date of abandonment of November 21, 1989; and

WHEREAS, on or about April 14, 1993, the Interstate Commerce Commission issued an Order confirming the abandonment of the Enola Branch; and

WHEREAS, on or about September 4, 1993, Conrail filed an application with the Pennsylvania Public Utility Commission ("PUC") at PUC Docket No. A-111016 for permission to abolish the crossings located along the Enola Branch; and

WHEREAS, the Municipalities are willing to acquire portions of the Enola Branch from Conrail; and

WHEREAS, the Municipalities are willing to take responsibility for the crossings and for the crossing structures as more specifically set forth herein;

NOW, THEREFORE, it is hereby stipulated by the aforementioned parties as follows:

1. Description of Right-of-Way

1.1 The property encompassed within this Stipulation is that portion of the Enola Branch extending from a point beginning at the Chester County line and extending westwardly to that point and to include that land more particularly described in paragraph 9.1 hereof. The property encompassed within this Stipulation also includes the structure of bridge 4.03 situate in Chester County, together with a right of access to that bridge from the east.

1.2 Each quitclaim deed description of the property being conveyed will

encompass that property shown on Conrail's valuation map for the Atglen and Susquehanna Branch, lying within each respective municipality within those limitations otherwise herein provided. With respect to property situate in Quarryville Borough, disposition is as set forth in Section 5 of this Stipulation.

1.3 Conrail's claim to title to the property to be conveyed is premised upon the Deed of the Trustees of Penn Central Transportation Company to Consolidated Rail Corporation dated March 30, 1976, a copy of the pertinent portion of which is attached as Appendix "A." Conrail's title is burdened pursuant to the provisions of a conveyance by Consolidated Rail Corporation to National Railroad Passenger Corporation (Amtrak) dated April 1, 1976, a copy of the pertinent portions of which has been provided to each of the parties hereto. Such limitations are in addition to others which may be shown to exist as a result of a competent search of titles and an inspection of the premises.

2. Sadsbury Township and West Sadsbury Township

2.1 Conrail will quitclaim to Sadsbury Township all its right, title and interest in and to the land and improvements thereon comprising that portion of the Enola Branch from a point beginning at the Chester County line at the east extending westwardly to the eastern line of Bart Township.

2.2 Conrail will pay to Sadsbury Township \$50,000.00.

2.3 Conrail will pay to Sadsbury and West Sadsbury Townships, jointly, \$60,000.00.

2.4 Crossing No. 1, Noble Road, AAR/DOT# 518 184M -- Conrail, within 120 days following entry of a final order by the Public Utility Commission, will install fencing along the parapets of the bridge.

2.5 Crossing No. 1, Noble Road, AAR/DOT# 518 184M -- Sadsbury Township and West Sadsbury Township, jointly and severally and at their sole cost and expense, will maintain the crossing structure. PennDOT will perform safety-related modifications and will maintain the roadway at its sole cost and expense.

2.6 Crossing No. 2, Orchard Road, AAR/DOT# 518 185U -- Sadsbury Township, at its sole cost and expense, will maintain the crossing structure and roadway at its sole cost and expense.

2.7 Crossing No. 3, Brick Mill Road, AAR/DOT# 518 187H -- Sadsbury Township, at its sole cost and expense, will maintain the crossing structure over Brick Mill Road. Sadsbury Township will maintain the roadway at its sole cost and expense.

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2.8 Crossing No. 4, White Oak Road, AAR/DOT# 518 188P -- Conrail, within two years after entry of a final order, at its sole cost and expense, will remove the structure over White Oak Road, remove the abutments to a point two feet below finished ground level, slope embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. PennDOT will maintain the roadway at its sole cost and expense.

3. Bart Township

3.1 Conrail will quitclaim to Bart Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Sadsbury Township and extending westwardly to the eastern line of Eden Township.

3.2 Conrail will pay to Bart Township a total sum of \$150,000.00.

3.3 Crossing No. 5, Quaker Church Road, AAR/DOT# 518 189W -- Bart Township, at its sole cost and expense, will maintain the crossing structure over Quaker Church Road. Bart Township will continue to maintain the roadway at its sole cost and expense.

3.4 Crossing No. 6, Vintage Road, AAR/DOT# 518 190R -- Bart Township, at its sole cost and expense, will maintain the crossing structure over Vintage Road. Bart Township will continue to maintain the roadway at its sole cost and expense.

3.5 Crossing No. 7, Georgetown Road, AAR/DOT# 518 191X -- Bart Township does not have any maintenance responsibility for the crossing at Georgetown Road. Maintenance responsibility was assigned to PennDOT pursuant to the Order at PUC Docket No. A-105671 (Order entered May 16, 1990) and subsequent agreement with Conrail. PennDOT will be responsible for the maintenance of the structure and roadway at its sole cost and expense.

3.6 Crossing No. 7A, Lamparter Road, AAR/DOT# 518 192E -- The previous Order at PUC Docket No. C-00913256 (Order entered October 25, 1993) regarding this crossing will be vacated by the Commission and the following will be substituted regarding this crossing. Bart Township, at its sole cost and expense, will be responsible for demolition of the crossing structure carrying Lamparter Road over the Enola Branch. Bart Township will make any necessary provisions to remove abutments to a point two (2) feet below finished ground level, will place and compact fill material, will reconstruct Lamparter Road on fill and will thereafter be solely responsible for the maintenance of Lamparter Road. Bart Township will make any necessary provision for protection and stability of the Amtrak electrical system poles

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and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Nothing herein shall be construed as a requirement that a culvert or penetrating passage be installed to allow pedestrian or vehicle passage through the fill at or about former track level.

3.7 Crossing No. 8, Hollow Road, AAR/DOT# 518 194T -- The crossing of Hollow Road has heretofore been abolished by the Order at PUC Docket No. C-913225 (Order entered June 25, 1992), and the roadway continued on fill. Bart Township will continue to maintain the roadway and fill at its sole cost and expense.

4. Eden Township

4.1 Conrail will quitclaim to Eden Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Bart Township and extending westwardly to the eastern line of Quarryville Borough.

4.2 Conrail will pay to Eden Township a total sum of \$90,000.00.

4.3 Crossing No. 9, Bushong Road, AAR/DOT# 518 195A -- Eden Township, at its sole cost and expense, will maintain the crossing structure. Eden Township will continue to maintain the roadway at its sole cost and expense.

4.4 Crossing No. 10, Pumping Station Road, AAR/DOT# 518 196G -- Conrail, within two years after entry of a final order adopting this Stipulation, at its sole cost and expense, will demolish the crossing structure over Pumping Station Road, remove abutments to a point two (2) feet below finished ground level and slope embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. PennDOT will remain responsible for the maintenance of the roadway at its sole cost and expense.

4.5 Crossing No. 11, Hess Road, AAR/DOT# 518 197N -- Eden Township, at its sole cost and expense, will maintain the crossing structure carrying Hess Road over the former railbed, in compliance with the Order at PUC Docket No. A-107709 (Order entered December 28, 1987). The crossing at Hess Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (entered March 7, 1995). Eden Township will continue to maintain the roadway at its sole cost and expense.

5. Providence Township (Property in Quarryville Borough)

5.1 In addition to the property described in paragraph 6.1 of this Stipulation, Conrail will quitclaim to the Providence Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former

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Enola Branch from a point beginning in the east at the westwardly line of Eden Township and extending westwardly through the Borough of Quarryville to the eastern line of Providence Township.

5.2 Conrail will pay Providence Township a sum of \$150,000.00, in addition to those amounts referred to in paragraphs 6.2 and 6.3 of this Stipulation.

5.3 Crossing No. 12, State Street, AAR/DOT# 518 198V -- Maintenance responsibilities for the crossing structure have been heretofore assigned by the Public Utility Commission by Order at PUC Docket No. A-104032 (Order entered June 21, 1990), 50% to PennDOT and 50% to Conrail. PennDOT has separately agreed with Conrail to assume full responsibility for maintenance of the crossing structure and roadway, at its sole cost and expense, and nothing herein will be construed to impose any responsibility for maintenance upon the Borough of Quarryville or Providence Township.

5.4 Crossing No. 13, Lime Street, AAR/DOT# 518 199C -- Providence Township, at its sole cost and expense, will maintain the crossing structure over Lime Street. The Borough of Quarryville will maintain the roadway at its sole cost and expense.

5.5 Crossing No. 14, Church Street, AAR/DOT# 518 200U -- PennDOT and Conrail will execute a stipulation agreeing to the entry of an order by the Commission requiring PennDOT to undertake and complete any safety-related modifications which may be identified by inspection to be performed by PennDOT, which modifications include, but are not limited to, guiderail installation and repair of loose stones, and to continue to have sole responsibility to maintain Church Street (SR 2019) at PennDOT's sole cost and expense. Providence Township, at its sole cost and expense, will maintain the crossing structure over Church Street. PennDOT will maintain the road at its sole cost and expense.

## 6. Providence Township

6.1 In addition to the property described in paragraph 5.1 of this Stipulation, Conrail will quitclaim to Providence Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Quarryville Borough and extending westwardly to the eastern line of Martic Township.

6.2 Crossing No. 15, Oak Bottom Road, AAR/DOT# 518 201B; Crossing No. 21, Hollow Road (West), AAR/DOT# 518 207S; and Crossing No. 26, Sigman Road, AAR/DOT# 518 212N -- Conrail, at its own cost and expense, to a maximum cost of \$185,000.00, will remove the crossing structures at Oak Bottom Road, Hollow Road (West) and Sigman Road. Providence Township will reimburse Conrail

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for costs incurred by it in excess of \$185,000.00. Conrail will pay to Providence Township the difference between Conrail's cost of removal, if less than \$185,000.00, and \$185,000.00. Alternatively to removal by Conrail, Providence Township may elect to remove one or more of said structures. Conrail agrees to perform its obligations under this paragraph, if any, through the use of a contractor.

6.3 In addition to the sums set forth above at paragraphs 5.2 and 6.2, Conrail will pay to Providence Township the sum of \$165,000.00.

6.4 Crossing No. 15, Oak Bottom Road, AAR/DOT# 518 201B -- Conrail, within one year after entry of a final order adopting this Stipulation, will demolish the crossing structure at Oak Bottom Road, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township will maintain the roadway at its sole cost and expense.

6.5 Crossing No. 16, US Route 222, AAR/DOT# 518 202H -- Conrail, within one year after entry of a final order adopting this Stipulation, at its sole cost and expense, will demolish the crossing structure on Route 222, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will undertake no work in connection with the existing roadway, which work and future maintenance, as necessary, will be the responsibility of PennDOT at its sole cost and expense.

6.6 Crossing No. 17, Fairview Road, AAR/DOT# 518 203P -- Providence Township will have no responsibility for the roadway or crossing structure at Fairview Road, which both will be the responsibility of PennDOT at its sole cost and expense.

6.7 Crossing No. 18, Cinder Road, AAR/DOT# 518 204W -- Providence Township will have no responsibility for the crossing structure at Cinder Road, responsibility for which is that of PennDOT by agreement with Conrail by virtue of the Order at PUC Docket No. A-104797 (Order entered November 16, 1983). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.8 Crossing No. 19, Truce Road (formerly known as Rawlinsville Road), AAR/DOT# 518 205D -- Providence Township will have no responsibility for the crossing structure at Truce Road, responsibility for which is that of PennDOT by

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agreement with Conrail by virtue of the Order at PUC Docket No. A-104797 (Order entered November 16, 1983). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.9 Crossing No. 20, Hollow Road (East) (formerly known as Sawmill Road), AAR/DOT# 518 206K -- Providence Township will have sole responsibility for future maintenance of the crossing structure at Hollow Road (East) in compliance with the Order at PUC Docket No. I-00870050 (Order entered September 30, 1991). Providence Township will maintain the roadway at its sole cost and expense.

6.10 Crossing No. 21, Hollow Road (West), AAR/DOT# 518 207S -- Conrail will demolish the crossing structure on Hollow Road (West) and realign the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Conrail will not be responsible for the acquisition or the cost of acquisition of real property for the purpose of realignment of the roadway. Providence Township will thereafter maintain the roadway at its sole cost and expense.

6.11 Crossing No. 22, Sawmill Road, AAR/DOT# 518 208Y -- Providence Township, at its sole cost and expense, will be responsible for future maintenance of the crossing structure at Sawmill Road in compliance with the Order at PUC Docket No. I-870048 (Order entered April 29, 1992). Providence Township will maintain the roadway at its sole cost and expense.

6.12 Crossing No. 23, U.S. Route 272, NB, AAR/DOT# 518 209F -- PennDOT has separately agreed to undertake any currently needed maintenance and repair of the structure and has further agreed to undertake such additional work as it may deem desirable for the safety of highway travelers, including installation of guiderails and signage. Providence Township thereafter will maintain the crossing structure at its sole cost and expense. PennDOT will continue to have responsibility for maintenance and repair of the roadway, at its sole cost and expense, pursuant to the Order at PUC Docket No. A-80721 (Order entered July 26, 1954). Neither Conrail nor PennDOT will have responsibility for any walkway adjacent to the cartway.

6.13 Crossing No. 24, U.S. Route 272, SB, AAR/DOT# 518 210A -- Providence Township will maintain the crossing structure. PennDOT has agreed to undertake any currently needed safety-related modifications to the roadway at the structure. PennDOT will continue to have responsibility for maintenance of the roadway and adjacent culvert, at its sole cost and expense, pursuant to the Order at

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PUC Docket No. A-80721 (Order entered July 26, 1954).

6.14 Crossing No. 25, Rawlinsville Road, SR 3009, AAR/DOT# 518 211G -- Providence Township will have no responsibility for future maintenance of the crossing structure at Rawlinsville Road, which responsibility is that of PennDOT by virtue of the Order at PUC Docket No. A-105510 (Order entered January 3, 1985). The crossing at Rawlinsville Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995). Maintenance of the roadway will be the responsibility of PennDot at its sole cost and expense.

6.15 Crossing No. 26, Sigman Road, AAR/DOT# 518 212N -- Conrail will remove the crossing structure at Sigman Road and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing. Providence Township will thereafter maintain the roadway at its sole cost and expense.

7. Martie Township

7.1 Conrail will quitclaim to Martie Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the western line of Providence Township and extending through Martie Township to the eastern line of Conestoga Township.

7.2 Conrail will pay to Martie Township, a total sum of \$100,000.00, exclusive of payments referred to in subparagraph 8.3, concerning the Martie Forge Bridge.

7.3 Crossing No. 27, Martieville Road, SR 324, AAR/DOT# 518 213V -- Martie Township, at its sole cost and expense, will maintain the crossing structure over Route 324. In the interim, PennDOT will progress a project for the realignment of State Route 324. If within two (2) years of entry of a final order approving this Stipulation there is no progression of the project and no funding commitment for the realignment of the roadway, the PennDOT will notify Martie Township that there will be no realignment project. Martie Township will then remove the structure within one (1) year of notice by PennDOT. Martie Township will remove the structure and restore the roadway as necessary, remove abutments to a point two (2) feet below finished ground level, slope the remaining embankments to a two-to-one slope and make any necessary provision for protection and stability of the Amtrak electrical system poles and for facilities of any other public utility whose transmission or pipe lines are present within the crossing.

If the roadway is realigned to bypass the crossing, it is understood and agreed that Martic Township's obligation to demolish the structure pursuant to this stipulation will cease, although Martic Township at its option may remove or maintain the crossing structure thereafter. If, however, the crossing structure remains in place, Martic Township will barricade both entrances of the structure to vehicular traffic at its sole cost and expense and will maintain the structure and barricades. PennDOT retains responsibility for maintenance of the roadway at its sole cost and expense.

8. Martic and Conestoga Townships - The Martic Forge Bridge

8.1 Crossing No. 28, River Road - Martic Forge Bridge - Trolley Road (private road), AAR/DOT# 518 214C -- Conrail, at its sole cost and expense, within 18 months following entry of a final order adopting the provisions of this Stipulation, will cause the removal from the bridge of Amtrak's transmission line towers and resuspension of the line in a manner satisfactory to Amtrak. Thereafter, Martic Township and Conestoga Township, jointly and severally and at their sole cost and expense, will maintain the crossing structure. Conestoga Township will continue to maintain River Road at its sole cost and expense.

8.2 Conrail, within 120 days following removal of Amtrak's facilities, or 120 days following entry of a final order, whichever is later, will assure that presently existing barriers to access to the bridge deck are in good operating order and will provide to Martic and Conestoga Townships keys to any barrier gate locks.

8.3 Conrail will pay to Martic Township and Conestoga Township jointly the total sum of \$450,000.00, one-half of which will be paid within 120 days after entry of a final order by the Public Utility Commission, and one-half of which will be paid not later than one (1) year thereafter.

9. Conestoga Township

9.1 Conrail will quitclaim to Conestoga Township all its right, title and interest in and to the land and improvements thereon comprising that portion of Conrail's former Enola Branch from a point beginning at the eastern line of Conestoga Township and extending westwardly to the center line of Shenks Ferry Road; thence extending along the northern and eastern line of Conrail's former Enola branch to a point where the northern line of Brenner Hollow Road joins the eastern line of the Enola branch; thence extending at right angles to and across the center line of the Enola branch to a point to be determined; thence southwardly and eastwardly through property common to both the Enola branch and Conrail's Port Road branch by a line to be determined to a point at the southern and western line of the Enola branch where it joins property common to both the Enola branch and the Port Road; thence along the southern and western line of the Enola branch to the center line of Shenks Ferry Road.

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Subject, however, to such restrictions as Conrail may reasonably impose to protect the stability of embankments adjacent to, and prevent intrusion of persons and objects upon, the Port Road. Reserving to Conrail, its assignees and successors and Amtrak, a permanent and unrestricted easement over the portion of the ground to be conveyed between the southern line of Brenner Hollow Road as projected across the Enola branch and the northern line of Brenner Hollow Road as projected across the Enola branch so as to provide full access to Amtrak, Conrail and their assignees.

The boundaries described in this paragraph will be surveyed at Conrail's sole expense, and drawn as set forth above, to the mutual satisfaction of the parties. Conrail and Conestoga Township will have no duty to provide lateral support to the property of the other.

9.2 Conrail will pay to Conestoga Township a total sum of \$100,000.00.

9.3 Crossing No. 29, Colemanville Road, AAR/DOT# 518 215J -- The crossing has been previously abolished and the crossing structure removed pursuant to the Order at PUC Docket No. C-860598 (Order entered May 23, 1990). Conestoga Township, at its sole cost and expense, will maintain the roadway. The crossing at Colemanville Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995).

9.4 Crossing No. 30, River Hill Road, AAR/DOT# 518 216R -- Conestoga Township, at its sole cost and expense, will be responsible for all future maintenance of the crossing structure at River Hill Road, in compliance with the Order at PUC Docket No. C-860598 (Order entered May 23, 1990). The crossing at River Hill Road was abolished pursuant to the Order at PUC Docket No. A-00111016 (Order entered March 7, 1995). Conestoga Township will maintain the roadway at its sole cost and expense.

9.5 Crossing No. 31, Greenhill Road, also known as Shenk's Ferry Road, AAR/DOT# 518 217X -- Conestoga Township, at its sole cost and expense, will maintain the crossing structure. In a manner consistent with past practice, Conestoga Township will maintain the roadway.

#### 10. General Provisions

10.1 This Stipulation is entered into with the expectation of the parties that Conrail will execute quitclaim deeds in the form attached hereto for reference as Appendix B, and Agreements of Sale in the form attached hereto for reference as Appendix C, to effectuate the transfer of property called for under this Stipulation.

10.2 With respect to demolition or removal of any crossing structure spanning Conrail's property or carrying Conrail's former Enola Branch Rail Line over public roads, it is understood that the property is subject to an easement of Amtrak and that access to the former rail line from the public roads involved is required to be maintained in order to afford Amtrak and Conrail reasonable access for motor vehicles to enable Amtrak to conduct necessary maintenance upon its remaining pole line and, in Conestoga Township, to provide access for Conrail to its remaining property to the west. It will be the responsibility of the party demolishing any structure to provide access to the right-of-way acceptable to Amtrak for access and, with respect to demolition of the crossing structures over SR 324, and Shenk's Ferry Road, if demolished, access of Conrail to its remaining property. Conrail will provide access to the right-of-way for Amtrak, for the line west of Pumping Station Road, by providing access acceptable to Amtrak from Pumping Station Road; Conrail will provide access acceptable to Amtrak to the right-of-way both to the east and to the west from Oak Bottom Road upon demolition of the structure over those roads.

10.3 In the event that the terms of this stipulation are inconsistent with the terms of the forms attached hereto as appendices B and C then such inconsistencies shall be resolved in the following matter:

(a) With respect to the following matters, the provisions of this stipulation shall control:

- (1) as to the description of the property to be quitclaimed, including the source of Conrail's title, until execution of agreements of sale by the municipalities or if none, upon delivery and acceptance of deeds;
- (2) the disposition and future maintenance of public road structures upon that property;
- (3) contracted undertaking of Conrail relative to demolition, grading and fencing, and the timing thereof;
- (4) payments to be made by Conrail, and the timing thereof;
- (5) Conrail's pre-conveyance duty to disclose:
  - (A) copies of all existing leases and licenses;
  - (B) violations of law or ordinance; and
  - (C) notice or special assessment;

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(6) the approval of this Stipulation and other pre-conveyance prerequisites pertaining to the Townships' duties to accept the conveyance.

(b) With respect to the following matters (except that fencing required by paragraph 2.4 hereof to be installed by Conrail and barriers provided by paragraph 8.2 hereof as responsibility of Conrail shall remain responsibilities of Conrail) the provisions of Conrail's form of agreement of sale and quitclaim deed shall control:

- (1) Any obligation to install fencing.
- (2)
  - (A) Allocation of obligations to remediate;
  - (B) Definition of "Hazardous Substance(s)";
  - (C) Definition of "Remediate" and "Remediation";
  - (D) Indemnification arising out of or in connection with remediation;
  - (E) Releases as to those matters provided for in the quitclaim deed;
- (3) Adverse claims to title.
- (4) Lateral support (but nothing therein shall diminish Conrail's obligation to provide agreed upon slopes following removal of structures).
- (5) Ingress and Egress (except as expressly provided for by this stipulation).
- (6) Retention, removal and/or restoration costs of structures (except as expressly provided for in this stipulation).
- (7) Rail operations.

10.4 Except where specified otherwise, Conrail will perform its duties under this Stipulation pertaining to the demolition or improvement of crossings within one year after this Stipulation is finally approved by order of the Commission.

10.5 Except where specified otherwise, all payments by Conrail to

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municipalities under this agreement will be made within 120 days after this Stipulation is finally approved by order of the Commission.

11. Environmental Assessment

11.1 Conrail has caused a Phase I Environmental Site Assessment of Enola Branch from mile post 4.03 to mile post 26.25 to be conducted by ENSR Corp., copies of the report of which have been provided to the parties hereto. The municipalities hereto have caused a separate Phase I Environmental Site Assessment to be conducted by Acer Engineers & Consultants, Inc., the cost of which investigation has been borne by Conrail. The results of those assessments have been taken into account by the parties hereto in arriving at the amounts of the financial considerations recited herein.

12. Integration and Merger

12.1 This Stipulation is binding on the parties hereto, their agents, successors and assigns.

12.2 This Stipulation and other agreements and documents referenced herein contain and set forth the entire agreement and understanding between the parties hereto, and there are no covenants, promises, agreements, or understandings, either oral or written, between said parties other than herein expressly set forth or referenced. No subsequent alteration, amendment, change or addition to this Stipulation will be binding on any party unless reduced to writing and signed by all parties.

12.3 In the event that the PUC, PennDOT or any appellate Court will fail or refuse to implement the terms and the conditions of this Stipulation or to allow the implementation of the terms and conditions of this Stipulation, then this Stipulation will be null and void and the parties will be in their original positions to proceed forward in their contested litigation.

12.4 Each municipality reserves the right to reject the terms of this Stipulation based upon defect of title to the property to be conveyed or existence of physical conditions, including environmental conditions, identified on the property (but not any defect in the structure of any crossing structure) until entry of a final order approving this Stipulation. In the event that a municipality exercises this right, then Conrail may withdraw its Stipulation as to property within that township.

12.5 The term "maintain" as used in this Stipulation, also includes, at the election of the party having responsibility to maintain any structure, removal of that structure.

13. Other Conditions Precedent to Performance

13.1 The transfer of Conrail's property interests pursuant to this Stipulation is conditioned upon and subject to approval of this Stipulation by the Pennsylvania Public Utility Commission and Conrail's obtaining approval for the subdivision of its property in Conestoga Township, as set forth in paragraph 9.1.

13.2 Any of the municipalities may terminate this Stipulation if any legal action is instituted to prevent or to challenge the transfer of Conrail's property interests to the municipalities.

13.3 Conrail agrees that, prior to the date of settlement, it will make a good faith effort to provide to municipalities copies of all existing leases and/or licenses known to it affecting the Enola Branch.

13.4 Prior to the transfer of property by Conrail to the municipalities, a representative of Conrail will disclose to the municipalities all violations of law or ordinances known to him pertaining to the Enola Branch. Any municipality will have the option to terminate this Stipulation prior to conveyance if the violation of law or ordinance is unacceptable to the municipality.

13.5 In the event any notice or special assessment affecting the Enola Branch is issued to Conrail after the date of execution of this Stipulation, any municipality may terminate this Stipulation if the notice or special assessment is unacceptable to the municipality affected by said notice or special assessment but only if such special assessment is made by a body not party to this stipulation.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this Agreement to be executed in their behalves by their appropriate representatives this 28<sup>th</sup> day of February, 1997.

ATTEST:

BART TOWNSHIP

BY:

Valerie L Keene  
Secretary

BY:

Ray Han  
Chairman

ATTEST:

CONESTOGA TOWNSHIP

BY:

Dianne M Shepper  
Secretary

BY:

John T. Wiken  
Chairman

ATTEST:

SADSBURY TOWNSHIP

BY:

Linda M. Swift  
Secretary

BY:

Nicholas Baker  
Chairman

ATTEST:

WEST SADSBURY TOWNSHIP

BY:

Daniel M. Stoltzfus  
Secretary

BY:

James R. Zili  
Chairman

ATTEST:

EDEN TOWNSHIP

BY:

Robert G. Bedore  
Secretary

BY:

C. Mihal  
Chairman

Sworn and subscribed before me this  
28<sup>th</sup> day of February, 1997

James R. Caldwell

NOTARIAL SEAL  
JAMES R. CALDWELL, Notary Public  
Conestoga Twp., Lancaster Co., Pa.  
My Commission Expires March 20, 1999

ATTEST:

BY: James R. Caldwell  
Secretary

MARTIC TOWNSHIP

BY: Frank H. Daiffer  
Chairman

ATTEST:

BY: Diana R. Turt  
Secretary

PROVIDENCE TOWNSHIP

BY: David E. Duval  
Chairman

ATTEST:

BY: [Signature]

CONSOLIDATED RAIL CORPORATION

BY: K. J. Conway  
TITLE: Sr. V.P. Operations

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

FOR THE ABOLITION OF 31 : DOCKET NO. A-00111016  
CROSSINGS OF THE ENOLA BRANCH, :  
LC: 201323, MP 3.5 TO MP 27.0 :  
SUB NO. 1095X, HARRISBURG :  
DIVISION, LANCASTER COUNTY. :

STIPULATION OF SETTLEMENT  
BETWEEN CONSOLIDATED RAIL CORPORATION AND  
THE COMMONWEALTH OF PENNSYLVANIA,  
DEPARTMENT OF TRANSPORTATION

THIS STIPULATION OF SETTLEMENT is entered into between CONSOLIDATED RAIL CORPORATION (Conrail) and COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION (Department) with the expectation that the undertakings herein described will be reduced to a final order of the Public Utility Commission (PUC) containing terms and provisions as set forth herein below.

Conrail contemplates the execution of agreements with the municipalities named below for future maintenance or removal of specified structures which carry the former Enola Branch (previously known as the Atglen and Susquehanna Branch) over and under various roadways located, more particularly, in the following municipalities within Lancaster and Chester Counties, Pennsylvania:

Sadsbury Township

Bart Township

Eden Township

Providence Township

Martic Township

Conestoga Township

Quarryville Borough

West Sadsbury Township

In addition, Conrail contemplates entering into agreements with the foregoing municipalities to remove or maintain certain structures over state highways, subject to concurrence by the Department. Said agreement with the municipalities is incorporated herein as if attached hereto. Conrail and the Department wish to formalize additional provisions relative to crossing structures on the Enola Branch.

This Stipulation is entered into, therefore, with the expectation that the agreement with the aforesaid municipalities will be executed. The Department consents to the demolition of crossing structures over state highways by Conrail, or its designee as follows:

- (a) Crossing 4, SR 2021, (L.R. 36079), White Oak Road, (AAR No. 518 188 P), Sadsbury Township, within two years of entry of final order and in accordance with the terms set forth in the agreement with the municipalities incorporated herein.
- (b) Crossing 10, SR 2015, (L.R. 36086), Pumping Station Road, (AAR No. 518 196 G), Eden Township, within two years of entry of final order and in accordance with the terms set forth in the agreement with the municipalities.
- (c) Crossing 16, SR 0222, (U.S. Route 222), (AAR No. 518 202 H), Providence Township, within one year

of entry of final order and in accordance with the terms set forth in the agreement with the municipalities.

- (d) Crossing 27, SR 0324, (LR 00332), Marticville Road, (AAR No. 518 213 V), Martic Township, within two years of entry of final order and in accordance with the terms set forth in agreement with the municipalities.

The Department will not object to the aforementioned municipalities assuming maintenance responsibility for the following crossing structures over state highways in consideration of certain payments by Conrail to said municipalities:

- (a) Crossing 1, SR 2009, (L.R. 36009), Noble Road, (AAR No. 518 184 M), West Sadsbury Township, Chester County and Sadsbury Township, Lancaster County.
- (b) Crossing 14, SR 2019, (L.R. 36023), Church Street, (AAR No. 518 200 U), Quarryville Borough, Lancaster County.
- (c) Crossing 23, SR 0272 NB, (L.R. 36007), (AAR No. 518 209 F), Providence Township, Lancaster County.
- (d) Crossing 24, SR 0272 SB, (L.R. 36025), (AAR No. 518 210 A), Providence Township, Lancaster County.

Based upon the assumption of maintenance responsibility of the

foregoing structures by the various municipalities at their sole cost and expense, the Department agrees that it will, at its sole cost and expense, undertake the following work:

- (a) Crossing 1, Noble Road -- perform safety related modifications at the crossing location, including but not limited to, installation of guide rail and any required signs that the Department, in its sole discretion, shall deem necessary for the safety of the travelling public. The Department will maintain the roadway at its sole cost and expense.
- (b) Crossing 14, Church Street -- inspect the structure and perform any safety related modifications at the crossing identified by the inspection including, but not limited to, the installation of guide rail and repair of any loose stone, which the Department, in its sole discretion, may deem necessary for the safety of the travelling public. The Department will maintain the roadway at its sole cost and expense.
- (c) Crossing 16, SR 0222 -- perform a scoping for betterment project at and adjacent to the location and perform any work which the Department, in its sole discretion, may deem necessary for the safety of the travelling public. The Department will, at its sole cost and expense, prepare the plans for the detour required for the removal

)  
of the structure by Conrail. The Department will maintain the roadway at its sole cost and expense.

- (d) Crossing 17, Fairview Road -- remove the crossing structure at Fairview Road, realign and reconstruct the road surface as the Department deems necessary. The Department will maintain the structure until such time as it is removed and will continue to maintain the roadway.
- (e) Crossing 23, SR 0272 NB -- investigate the condition of the concrete portal extensions and do such work as the Department, in its sole discretion, deems necessary for the safety of the travelling public as a result of the investigation. The Department will perform any safety related modifications including, but not limited to, the installation of guide rail and signs as the Department, in its sole discretion, deems necessary. The Department will maintain the roadway at its sole cost and expense and will continue to abide by any prior PUC orders excluding any maintenance responsibility for sidewalks.
- (f) Crossing 24, SR 0272 SB -- perform such safety related modifications as the Department, in its sole discretion, deems necessary including, but not limited to, the installation of guide rail and signs. The Department will continue to maintain the roadway at its sole cost

) and expense and will continue to abide by any prior PUC orders.

- (g) Crossing 27, SR 0324 -- at its sole cost and expense, provide the detour plans and effectuate the detour necessary for the removal of the structure. After the structure is removed, the Department will perform a scoping for a betterment project at and adjacent to the subject location. The Department agrees to support a future project for the realignment of SR 0324.

At the following crossing locations the Department and Conrail currently have shared maintenance responsibility. By virtue of this Stipulation and subsequent order to be entered by the PUC, the Department will assume total maintenance responsibility including responsibilities previously shared by Conrail and the Department:

- (a) Crossing 12, SR 0372, (L.R. 00344), State Street, (AAR No. 518 198 V), Quarryville Borough, -- prior order entered at A-00104032.
- (b) Crossing 18, SR 3015, (L.R. 36016), Cinder Road, (AAR No. 518 204 W), Providence Township, -- prior order entered at A-00104797.
- (c) Crossing 19, S.R. 3018, (L.R. 36015), Truce Road, (AAR

No. 518 205 D), Providence Township, -- prior order entered at A-00104797.

By letter agreement previously executed between the Department and Conrail on May 10, 1990, the Department has agreed to assume maintenance responsibility of the structure at the following location:

Crossing 7, SR 0896, (L.R. 36081), Georgetown Road, (AAR No. 518 191 X), Bart Township -- prior order entered at A-00105671.

The Department agrees to abide by existing orders at A-00105510 and A-00111016 for the following crossing:

Crossing 25, S.R. 3009, (L.R. 36008), Rawlinsville Road, (AAR No. 518 211 G), Providence Township.

With respect to all state highways at the subject crossings, hereinabove identified to be either removed or maintained as described herein, the Department agrees that it will maintain the roadway surface, at its sole cost and expense.

IN WITNESS WHEREOF, the parties hereto have caused this Stipulation of Settlement to be executed in their behalves by their appropriate representatives this 21<sup>st</sup> day of February, 1997.

ATTEST:

CONSOLIDATED RAIL CORPORATION

BY: 

ATTEST:

BY: R. J. Conway

TITLE: Sr. V. P. Operations

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY: Susan H. Leebuck

BY: M. M. Ryan

TITLE: Deputy Secretary

A:\111016.WPD

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held October 9, 1997

**Commissioners Present:**

John M. Quain, Chairman  
Robert K. Bloom, Vice Chairman  
John Hanger  
David W. Rolka  
Nora Mead Brownell

Application of Consolidated Rail  
Corporation for the abolition of 31 Cross-  
ings of the Enola Branch, LC: 201323,  
MP 3.5 to MP 27.0, Sub No. 1095X,  
Harrisburg Division, Lancaster County

A-00111016

Board of Supervisors of Bart Township

C-00913256

v.

Consolidated Rail Corporation, Pennsylvania  
Department of Transportation, and  
Lancaster County, et al.

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## OPINION AND ORDER

### BY THE COMMISSION:

Before the Commission for consideration and disposition are the Exceptions filed to the Recommended Decision (R.D.) of Administrative Law Judge (ALJ) Louis G. Cocheres, which was issued on September 17, 1997, relative to the above-captioned proceedings. The following Parties filed Exceptions: Pennsylvania Department of Transportation (PennDOT) and Friends of the Susquehanna Trail (FAST) on September 24, 1997, Consolidated Rail Corporation (Conrail) on September 25, 1997, Quarryville Borough (Borough) and the Historic Preservation Trust of Lancaster County (HPT) on September 26, 1997.

Bart, Conestoga, Martic, Providence, and Sadsbury Townships, (Bart et al.), Conrail and PennDOT also filed Reply Exceptions. All Reply Exceptions were filed on October 3, 1997. In addition, also on October 3, 1997, Bart et al. filed a Motion to Strike Appendix A of FAST's Exceptions.

## **I. THE ALJ'S RECOMMENDATION**

The ALJ considered two extensive partial Stipulations of Settlement (Settlements) which resolved all issues regarding the abolition and alteration of 25 Crossings (as well as the sale of the entire rail line) involved herein. The first Settlement (Conrail Ex. No. 6A) was between Conrail and seven Townships, i.e., West Sadsbury, Sadsbury, Eden, Bart, Providence, Martic and Conestoga (Townships). The second Settlement (Conrail Ex. No. 6B) was between Conrail and PennDOT. After reviewing the Settlements, the ALJ concluded that they were in the public interest, and he recommended their approval, with some limited changes.

While these Settlements were signed by the majority of the active Parties, the remaining active parties did not unanimously support the Settlements. Of the remaining non-signatories, only FAST and HPT actively opposed the Settlements. The Pennsylvania Department of Conservation of Natural Resources (DCNR) and Lancaster County (County) supported the Settlements. The Commission's Bureau of Transportation and Safety (BTS) supported the Settlements with modifications.

## VI ORDER

### THEREFORE, IT IS ORDERED:

1. That the Exceptions filed by the Pennsylvania Department of Transportation on September 24, 1997, to the Recommended Decision of Administrative Law Judge Louis G. Cocheres, which was issued on September 17, 1997, are granted.
2. That the Exceptions filed by the Friends of the Atglen-Susquehanna Trail, Inc., on September 24, 1997, to the Recommended Decision are denied.
3. That the Exceptions filed by Consolidated Rail Corporation on September 25, 1997, to the Recommended Decision are granted.
4. That the Exceptions filed by Quarryville Borough on September 26, 1997 to the Recommended Decision are denied.
5. That the Exceptions filed by the Historic Preservation Trust of Lancaster County, Inc., on September 26, 1997, to the Recommended Decision are denied.
6. That the Recommended Decision of Administrative Law Judge Louis G. Cocheres is adopted, as modified, by this Opinion and Order.
7. That the Motion of Bart, Conestoga, Martic, Providence and Sadsbury Township to Strike Appendix A of the Exceptions filed by the Friends of the Atglen-Susquehanna Trail, Inc., which was filed on October 3, 1997, is hereby granted.

8. That the Application of Consolidated Rail Corporation for the abolition of 31 Crossings where its Enola Branch, Harrisburg Division, crossed above and below certain highways in West Sadsbury Township, Chester County; Sadsbury Township, Bart Township, Eden Township, Quarryville Borough, Providence Township, Martic Township, and Conestoga Township, Lancaster County is hereby approved consistent with this Opinion and Order.

9. That the Stipulation of Settlement among Consolidated Rail Corporation and West Sadsbury Township, Sadsbury Township, Bart Township, Eden Township, Providence Township, Martic Township and Conestoga Township, dated February 25, 1997, is hereby approved, consistent with this Opinion and Order.

10. That the Stipulation of Settlement between Consolidated Rail Corporation and Commonwealth of Pennsylvania, Department of Transportation, dated February 21, 1997, is hereby approved, consistent with this Opinion and Order.

11. That Consolidated Rail Corporation, in accordance with the terms and conditions of the Stipulation of Settlement among it and the named townships, shall pay the following sums of money to:

Sadsbury Township	\$50,000.00
Sadsbury Township and West Sadsbury Township, jointly	\$60,000.00
Bart Township	\$150,000.00
Eden Township	\$90,000.00
Providence Township (property in Quarryville Borough)	\$150,000.00

Providence Township	\$165,000.00
Martic Township	\$100,000.00
Martic Township and Conestoga Township, jointly	\$450,000.00
Conestoga Township	\$100,000.00

12. That this Commission establishes its jurisdictional limits at each Crossing as the area within the confines of the railroad right-of-way and the highway right-of-way.

13. That Consolidated Rail Corporation, Pennsylvania Department of Transportation, the involved municipalities, involved non-carrier utilities cooperate with each other during the abolition of the Crossings.

14. That all Parties assigned work responsibility, at least ten (10) days prior to the start of work, inform all Parties of record of the date when the work will be started at the Crossing in accordance with this Opinion and Order.

15. That all work necessary to complete the construction of the improvement be done in a manner satisfactory to this Commission, and that each party report to this Commission the date of actual completion of its respective work in compliance with this Opinion and Order.

16. That, except in those instances where there is an Agreement of the Parties to the contrary, as contemplated in the Stipulation of Settlement between Conrail and PennDOT, the Party responsible for removal of a structure, at its sole cost and expense, furnish all material and do all work necessary to establish, mark and maintain a suitable

detour in accordance with the Manual on Uniform Traffic Control Devices, if necessary for the vehicular traffic using the Crossing during the time the structure is being removed.

17. That the transmission or pipe line non-carrier utilities may be reimbursed in accordance with the terms and conditions of the Consolidated Rail Corporation and Township Stipulation of Settlement (Conrail Ex. No. 6A).

18. That while work is being performed in accordance with this Opinion and Order, the Parties shall provide reasonable access to the former rail line from the public roads involved to National Railroad Passenger Corporation for motor vehicles to enable National Railroad Passenger Corporation to conduct necessary maintenance upon its electric pole line and, in Cohestoga Township, to provide access for Consolidated Rail Corporation to its remaining property to the west.

19. That upon completion of the work herein ordered, the non-carrier utilities involved in this proceeding, each, at its sole cost and expense, furnish all material and do all work necessary to maintain its respective facilities at the abolished Crossing in a safe and satisfactory condition.

20. That this Opinion and Order insofar as it assigns costs to the parties involved, is without prejudice to their rights to recover said costs from others in accordance with any lawful agreements between the Parties.

#### Crossing No. 1

21. That the Crossing where Noble Road crosses under the right-of-way of Consolidated Rail Corporation partly in Sadsbury Township, Lancaster County and partly in

160. That Conestoga Township, at its sole cost and expense, furnish all material and do all work necessary to maintain the roadway under the structure, and the highway approaches to the abolished Crossing, in a safe and satisfactory condition...

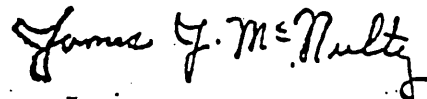
Miscellaneous

161. That consistent with the Decision issued by the Service Transportation Board on September 23, 1997, at Docket No. AB-167 (Sub. No. 1095X) Consolidated Rail Corporation is hereby directed, consistent with its willingness and agreement to complete the Section 106 Process, to satisfy and otherwise comply with the requirements of the Service Transportation Board's Decision.

162. That the Motion Of Consolidated Rail Corporation For Leave To File A Reply Brief is denied.

163. That late filed Exhibits, Sexton Exhibit No. 2 and Conrail Exhibit No. 9, are hereby admitted into the record.

BY THE COMMISSION,



James J. McNulty  
Acting Secretary

(SEAL)

ORDER ADOPTED: October 9, 1997

ORDER ENTERED: OCT 09 1997



JUN 30 1999

# Supreme Court of Pennsylvania Middle District

June 29, 1999

SHIRLEY BAILEY  
CHIEF CLERK

434 MAIN CAPITOL BUILDING  
P.O. BOX 624  
HARRISBURG, PENNSYLVANIA 17108  
(717) 787-6181  
<http://www.court.state.pa.us>

TO: Joyce A. Nettke, Esquire-----  
Michael H. Ranck, Esquire

RE: FRIENDS OF THE ATGLEN-SUSQUEHANNA TRAIL, INC. AND HISTORIC PRESERVATION TRUST  
OF LANCASTER COUNTY, INTERVENOR  
PETITIONERS  
V.  
PENNSYLVANIA PUBLIC UTILITY COMMISSION,  
RESPONDENT

No. 0782 M.D. Allocatur Docket 1998

Dear Counsel:

This is to advise you that the attached order has been entered on the Petition for Allowance of Appeal filed in the above-captioned matter.

Very truly yours,  
Office of the Prothonotary  
Supreme Court of Pennsylvania

SPB/aw

c: COMMONWEALTH 3003 C.D. 97  
Colins, PJ, McGinley, SMITH, Pellegrini, Friedman, Kelley & Leadbetter, JJ  
C-00913256 & A-00111016  
Susan D. Colwell, Esquire  
Gina D'Alfonso, Asst. Counsel in Charge  
Kenneth Zielonis, Esquire  
Martha R. Smith, Asst. Counsel  
David Eaton, Esquire  
Benjamin C. Dunlap, Esquire  
Scott T. Wyland, Esquire  
Susan J. Smith, Esquire

Exhibit 6

IN THE SUPREME COURT OF PENNSYLVANIA  
MIDDLE DISTRICT

FRIENDS OF THE ATGLEN-  
SUSQUEHANNA TRAIL, INC. AND  
HISTORIC PRESERVATION TRUST OF  
LANCASTER COUNTY,

Petitioners

v.

PENNSYLVANIA PUBLIC UTILITY  
COMMISSION,

Respondent

: No. 782 M.D. Allocatur Docket 1998

:  
: Petition for Allowance of Appeal from the  
: Commonwealth Court

ORDER

PER CURIAM:

AND NOW, this 28th day of June, 1999, the Petition for Allowance of Appeal, the Application for Review of the Commonwealth Court's Order Denying Supersedeas, and the Application to File Supplemental Brief are hereby DENIED.

TRUE & CORRECT COPY

ATTEST:

JUN 29 1999



SHIRLEY BAILEY  
CHIEF CLERK

**CONSOLIDATED RAIL CORPORATION ENOLA BRANCH  
LIST OF BRIDGES AND STRUCTURES**

Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 1 of 6.  
Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

(This List No.)	PUC	Road Over (O)	Year Built/ Rebuilt	Total Length (Feet)	Proposed Disposition	Documentation/Comments
Milepost	Location	List #	Under (U) RR	Type		
<i>Chester County - NSR retained Parkesburg Industrial Track; Amtrak or Joint Amtrak-NSR Bridges.</i>						
1. 0.15	Culvert St.		Thru Girder	1953 - R	28	Parkesburg IT Amtrak owns bridge, keep
2. 0.32	E. Bridge St.		Thru Girder	1960 - R	150	Parkesburg IT NSR, Amtrak keep, use
3. 0.40	W. Bridge St.		Thru Girder	1953 - R	170	Parkesburg IT NSR, Amtrak keep, use
4. 0.70	Amtrak		Thru Girder	1960 - R	164	Parkesburg IT NSR, Amtrak keep, use
5. 1.50	Lenover Road		Thru Truss	1935 - R	235	Parkesburg IT? NSR, Amtrak out of serv.
Propose no documentation, modern rebuilds, still in use						

<i>Chester County - Right-of-Way Sold to SEPTA.</i>						
6. 1.89	Stream		Brick Arch	1967 - R	6	SEPTA r-o-w -
7. 2.76	Octoraro Creek		Stone Arch	1943 - R	24	SEPTA r-o-w -
8. 2.84	Route 41		I-Beam	1954	140	PA DOT; SEPTA r-o-w -
9. 2.89	Green Street		Stone Arch		30	SEPTA r-o-w -
10. 3.00	Main Street		Thru Girder	1963 - R	41	SEPTA r-o-w -
11. 3.52	Stream		Brick Arch		5	SEPTA r-o-w -
12. 3.81	LR 485; Route 372		Stone Arch		24	SEPTA r-o-w -
Propose no documentation, SEPTA ownership; 4 of 7 modern rebuilds; 1 of those plus one under 10 feet in length						

# **CONSOLIDATED RAIL CORPORATION ENOLA BRANCH** **LIST OF BRIDGES AND STRUCTURES**

Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 2 of 6.  
 Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

(This List No.)	PUC	Road Over (O)	Year Built/ Rebuilt	Total Length (Feet)	Proposed Disposition	Documentation/Comments
Milepost	Location	List #	Under (U) RR	Type	Disposition	Documentation/Comments
<i>Lancaster County - PA DOT bridges, or Convey to Townships, or Remove.</i>						
13. 4.03	<b>Noble Road</b>				Sadsbury/ - West Sadsbury	<b>Add</b>
	<b>Octoraro Creek, 1, U</b>			60		
14. 4.70	<b>Orchard Brick Road, 2, O</b>			94	Sadsbury	<b>Done</b> by PA DOT, Conrail
15. 5.03	Pawnals Road (Private)			94	<b>Removed?</b>	"Out of Service" 1989 list
					Not listed in 2000 NSR in-house crossing list; Omit	
16. 5.77	Brick Mill Road, 3, U			35	Sadsbury	Omit, modern TG, rebuilt
17. 6.35	White Oak Road, 4, U			41	Sadsbury	Omit, modern TG, rebuilt
18. 6.43	Stream			10		Omit, length, to be kept
19. 7.20	Quaker Church Road, 5, U			35	Bart	Omit, modern TG, rebuilt
20. 7.52	Valley Run			14	Bart	Omit, short, 1943 concrete
21. 7.61	<b>Vintage Road, 6, U</b>			32	Bart	<b>Add</b>
22. 8.22	Georgetown Rd. (SR 896)			95	PA DOT	Omit, new highway bridge
23. 8.44	Octoraro Creek			197	Bart	Omit, modern, rebuilt, kept
24. 8.78	<b>Lamparter Road</b>			117	<b>PUC Abolished</b>	<b>Done</b> by PA DOT
25. 9.15	Mt. Pleasant Creek			197	Bart	Omit, modern, rebuilt, kept
26. 9.76	Mt. Pleasant Road	0		190	<b>Removed</b>	Omit, removed and filled
27. 10.18	Hollow Road, 8, O			80	<b>Removed</b>	Omit, removed and filled
28. 10.68	Bushong Road, 9, U			35	Eden	Omit, modern, rebuilt, kept
29. 10.90	Stream			20	Eden	Omit, length, to be kept

# **CONSOLIDATED RAIL CORPORATION ENOLA BRANCH** **LIST OF BRIDGES AND STRUCTURES**

Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 3 of 6.  
 Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

(This List No.)	PUC	Road Over (O)	Year Built/ Rebuilt	Total Length (Feet)	Proposed Disposition	Documentation/Comments
Milepost	Location	List #	RR	Type	Disposition	Documentation/Comments
<i>Lancaster County - PA DOT bridges, or Convey to Townships, or Remove.</i>						
30. 11.55	Stream		Stone Arch	1967 - R	Eden	Omit, rebuilt, length, keep
31. 11.68	<b>Pumping Station Road, 10, O</b>		Stone Arch	1946 - R	Eden	<b>Done</b> by Conrail
32. 12.15	Hess Road, 11, U		Concrete	1988	Eden	Omit, new highway bridge
33. 13.32	State Street, Rte 372, 12, O		Deck Girder	1984 - R	PA DOT	Omit, new highway bridge
34. 13.54	Lime Street, 13, U		Deck Girder	1957 - R	Providence	Omit, rebuilt, highway
35. 13.65	Stream		Brick Arch		Providence	Omit, length, to be kept
36. 13.79	Over Conrail Q'ville Branch		Thru Girder	1963 - R	<i>Removed</i>	Omit, removed (modern)
37. 13.83	<b>Church Street, 14, U</b> Stone Arch				Providence	<b>Add</b>
38. 14.46	<b>Oak Bottom Road, 15, U</b>		Stone Arch		<b>Remove</b>	<b>Done</b> by Conrail
39. 14.62	<b>U. S. Route 222, 16, U</b>		Stone Arch		<b>Remove</b>	<b>Done</b> by Conrail,
					(Providence)	<i>High Priority Removal</i>
40. 14.73	Stream		Stone Arch		Providence	Omit, length, to be kept
41. 15.00	<b>Fairview Church Road, 17, O</b>		Thru Truss	1963 - R	Providence	<b>Done</b> by PA DOT
42. 15.42	Stream		Stone Arch		Providence	Omit, length, to be kept
43. 15.91	Cinder Road, 18, O		Deck Girder	1983	PA DOT	New highway bridge
44. 16.32	Stream		Stone Arch		Providence	Omit, length, to be kept
45. 16.75	Rawlinsville Road, 19, O		Concrete	1957 - R	PA DOT	Omit, new highway bridge
46. 17.12	Sawmill or Hollow Road, 20, O		Thru Girder	1959 - R	Providence	Omit, new highway bridge
47. 17.56	Stream		Stone Arch	1949 - R	Providence	Omit, length, rebuild, kept

# **CONSOLIDATED RAIL CORPORATION ENOLA BRANCH** **LIST OF BRIDGES AND STRUCTURES**

Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 4 of 6.  
 Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

(This List No.) Milepost	Location	PUC List #	Road Over (O) Under (U) RR	Type	Year Built/ Rebuilt	Total Length (Feet)	Proposed Disposition	Documentation/Comments
Lancaster County - PA DOT bridges, or Convey to Townships, or Remove.								
48. 18.08	Hollow Road, 21, U		Stone Arch			24	Providence	<b>Done</b> by Conrail
49. 18.11	Stream		Brick Arch		1942 - R	10	Providence	Omit, length, rebuilt, kept
50. 18.50	Stream		Brick Arch			10	Providence	Omit, length, to be kept
51. 18.69	Sawmill Road, 22, O		Thru Girder		1953 - R	136	Providence	Omit, new highway bridge
52. 19.03	Stream, private road		Stone Arch		1942 - R	20	Providence	Omit, length, rebuilt, kept
53. 19.48	<b>Route 272 North, 23, U</b>		Stone Arch		1954 - R	39	Providence	<b>Add</b> , to match 54
54. 19.61	<b>Route 272 South, 24, U</b>		Stone Arch			50	Providence	<b>Add</b>
55. 20.15	Stream		Brick Arch			6	Providence	Omit, length, to be kept
56. 20.51	Rawlinsville Road, 25, O		Concrete		1985	272	PA DOT	Omit, modern highway brg
* 20.72	6-foot concrete pipe listed on 1989 bridge and structure list but omitted from other lists of bridges on line.							
57. 21.02	Sigman Road, 26, U		Thru Girder		1958 - R	38	Providence	Omit, TG rebuilt, kept
58. 21.54	Stream		Stone Arch		1952 - R	20		Omit, length, rebuilt, kept
59. 23.04	<b>Marticville Road, Route 324, 27, U</b>		Stone Arch		1916 - R	24	Martic	<b>Add</b> , possible removal
60. 23.75	<b>River Road (Martic Forge), 28, U</b>		Steel Girder		1959 - R	588	Martic/Conestoga	<b>Add</b> due to prominence
61. 24.26	Colemanville Road, 29, O		Thru Truss		1937 - R	96	<i>Removed</i>	Omit, removed and filled
62. 24.40	Stream		Brick Arch			10	Conestoga	Omit, length, to be kept
63. 24.64	River Hill Road, 30, O		Thru Girder		1963	165	Conestoga	Omit, new highway bridge
64. 24.98	Stream		Brick Arch			6	Conestoga	Omit, length, to be kept
65. 25.34	Stream		Brick Arch			12	Conestoga	Omit, length, to be kept

# **CONSOLIDATED RAIL CORPORATION ENOLA BRANCH** **LIST OF BRIDGES AND STRUCTURES**

Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 5 of 6.  
 Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

(This List No.)	Milepost	Location	PUC List #	Road Over (O) Under (U)	RR	Type	Year Built/ Rebuilt	Total Length (Feet)	Proposed Disposition	Documentation/Comments
Lancaster County - PA DOT bridges, or Convey to Townships, or Remove.										
66. 25.73		Shenk's Ferry Road, 31, U		Stone Arch				24	Conestoga	Add
67. 26.33		Boatman Run		Brick Arch				10	Conestoga	Add, example, named str.
68. 26.52		Gardners Run		Brick Arch				10	Conestoga	Add, example, named str.
Lancaster County - Parallels Port Road Branch; NSR now Retaining - No Current Plans for NSR/PRR to Transfer.										
69. 27.00		Stream		Brick Arch			1953 - R	6	Conestoga, NSR?	Omit, length, rebuilt
70. 27.36		Conestoga Creek		Deck Girder			1964 - R	1560	NSR	HAER documented
(Safe Harbor Bridge)										
71. 28.15		"Silt Tunnel" culvert		Concrete			1954	5	NSR	Omit, length, bricked up
72. 29.58		Frey's Run		Concrete slab			1926	18	NSR	Omit, length, slab, kept
73. 30.15		Eshelmen's Run		Concrete slab			1939 - R	12	NSR	Omit, length, slab, kept
74. 31.16		Manns Runn		I-Beam			1933 - R	19	NSR	Omit, length, beam, kept
75. 33.09		Stream, Road		Stone Arch			1939 - R	24	NSR	Omit, rebuilt, to be kept
76. 33.13		Port Road Branch		Thru Girder			1966	111	NSR	Port Road Branch bridge
77. 33.25		Stream		Multi-plate pipe			1941	8	NSR	New TG, to be kept
										Omit, nature of structure
										Newer, to be kept

Port, PA - Manor Township

End of Abandoned Segment of Enola Branch; Joins Port Road Branch R-O-W as Parallel Double Track.

**CONSOLIDATED RAIL CORPORATION ENOLA BRANCH**  
**LIST OF BRIDGES AND STRUCTURES**  
Between MILEPOST 0.0 at PARKESBURG, PA and MILEPOST 33.9 at PORT, PA

September 12, 2003. Pennsylvania Lines LLC/Norfolk Southern Railway Company. Page 6 of 6.  
Prepared from data shown below. Year built or rebuilt is listed if not shown on 1989 Conrail bridge list as 1904-1906.

**Notes**

PUC List number refers to the number on the list of 31 bridges that were the subject of the Pennsylvania PUC proceeding with respect to disposition of the bridges on the line that carry the highway over or the railroad under state or local highways or roads and as to which photographs were previously taken.

Total length refers to the total length of the bridge between backwalls.

Principal Source: January 1, 1989 Conrail List of Undergrade and Overhead Structures List for Harrisburg Division



Commonwealth of Pennsylvania  
Pennsylvania Historical and Museum Commission  
Bureau for Historic Preservation  
Post Office Box 1026  
Harrisburg, Pennsylvania 17108-1026

October 17, 1994

David C. Eaton  
Nauman, Smith, Shissler & Hall  
200 North Third St., 18th Floor  
P O Box 840  
Harrisburg, PA 17108-0840

TO EXPEDITE REVIEW USE  
BHP REFERENCE NUMBER

Re: ER 89-1632-042-H  
Interstate Commerce Commission/Public Utility Commission  
Chester, Cumberland, Lancaster, York Counties  
Proposed Abandonment of Consolidated Rail Corporation  
Docket No. AB-167 (Sub. No. 1095X)  
Low Grade Freight, Enola Branch, Atglen &  
Susquehanna Branch, A & S  
Additional Information Concerning Eligibility and Effect

Dear Mr. Eaton:

The above named project has been reviewed by the Bureau for Historic Preservation (the State Historic Preservation Office) in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended in 1980 and 1992, and the regulations (36 CFR Part 800) of the Advisory Council on Historic Preservation and under the authority of the Environmental Rights amendment, Article 1, Section 27 of the Pennsylvania Constitution and the Pennsylvania History Code, 37 Pa. Cons. Stat. Section 507 et seq. (1988). This review includes comments on the project's potential effect on both historic and archaeological resources.

We are writing in reference to your letter of Sept. 16, 1994 concerning the contributing bridges and non-contributing bridges on the National Register eligible Low Grade Freight, Enola Branch, Atglen & Susquehanna Branch, A & S, Chester, Cumberland, Lancaster and York Counties.

The following bridges are contributing structures to the National Register eligible railroad, therefore, these structures are also eligible for the National Register.

Crossing No.	M.P.	Name	Municipality
#2	4.70	T-974	Sadsbury Twp.
#6	7.61	T-766, Vintage Rd.	Bart Twp.
#10	11.68	LR 36086, Pumping Sta.	Eden Twp.
#14	13.83	LR 36023, Church St.	Quarryville Boro
#15	14.46	T-482, Oak Bottom Rd.	Providence Twp.
#16	14.62	Rt. 222, FAP 136	Providence Twp.

EXHIBIT

Exhibit 8

Page 2  
D. Eaton  
Oct. 17, 1994

#21	18.08	T-498, Hollow Rd.	Providence Twp.
#23	19.48	LR 36007, Rt. 272	Providence Twp.
#24	19.61	LR 36025, Rt. 272	Providence Twp.
#27	23.04	PA 324, Marticville	Martic Twp.
#28	23.76	LR 36005, Pequea Creek	Conestoga Twp.
#31	25.73	T-418, Shenks Rd.	Conestoga Twp.

The following bridges are non-contributing structures to the National Register eligible railroad line.

Crossing No.	M.P.	Name	Municipality
#1	4.03	LR 36009	Sadsbury Twp.
#3	5.77	T-970, Brick Mill Rd.	Sadsbury Twp.
#4	6.35	LR 36079, While Oak Rd.	Sadsbury Twp.
#5	7.20	T-778, Quaker Church	Bart Twp.
#7	8.22	A-312, SR 896	Bart Twp.
#8	10.18	T-738, Hollow Rd.	Bart Twp.
#9	10.68	T-740, Bushong Rd.	Eden Twp.
#11	12.15	T-490, Hess Rd.	Eden Twp.
#12	13.32	LR 372, State St.	Quarryville Boro
#13	13.54	T-726, Lime St.	Quarryville Boro
#17	15.00	LR 36172	Providence Twp.
#18	15.91	T-506, Cinder Rd.	Providence Twp.
#19	16.75	T-505, Rawlinsville Rd.	Providence Twp.
#20	17.12	T-435, Sawmill Rd.	Providence Twp.
#22	18.69	T-496, Sawmill Rd.	Providence Twp.
#25	20.51	T-442, Rawlinsville Rd.	Providence Twp.
#26	21.02	T-500, Sigman Rd.	Providence Twp.
#29	24.26	T-419, Colemanville Rd.	Conestoga Twp.
#30	24.64	T-415, River Hill Rd.	Conestoga Twp.

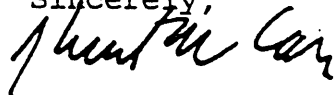
In our opinion the proposed demolition of the following bridges will have an effect on properties eligible for the National Register of Historic Places as contributing parts of the railroad line listed above. Furthermore, it is our opinion that this project will adversely effect the historic and architectural qualities that make the property eligible. To comply with the regulations of the Advisory Council on Historic Preservation, you must follow the procedures outlined in 36 CFR 800.5 (e), when the effect is adverse. You will need to notify the Advisory Council of the effect finding and continue to consult with the Bureau for Historic Preservation to seek ways to avoid or reduce the effects on historic properties.

#2	4.70	T-974	Sadsbury Twp.
#6	7.61	T-776, Vintage Rd.	Bart Twp.
#10	11.68	LR 36086, Pumping Sta.	Eden Twp.

Page 3  
D. Eaton  
Oct. 17, 1994

#15	14.46	T-482, Oak Bottom Rd.	Providence Twp.
#16	14.62	Rt. 222, FAP 136	Providence Twp.
#28	23.76	LR 36005, Pequea Creek	Conestoga Twp.

Sincerely,



Kurt Carr, Chief  
Division of Archaeology &  
Protection

cc: Interstate Commerce Commission  
John J. Paylor, Conrail, Phila.  
Ronald T. Bailey, Lancaster Co. Planning Commission  
Julie Nettke, Friends of Atglen-Susquehanna Trail ✓  
KC/smz

LAW OFFICES  
**NAUMAN, SMITH, SHISSLER & HALL**

18TH FLOOR  
200 NORTH THIRD STREET

P. O. Box 840  
HARRISBURG, PENNSYLVANIA 17108-0840

TELEPHONE

(717) 236-3010

TELEFAX

(717) 234-1925

May 27, 1998

SPENCER G. NAUMAN, JR.  
J. STEPHEN FEINOUR  
CRAIG J. STAUDENMAIER  
BENJAMIN C. DUNLAP, JR.  
  
DENNIS E. BOYLE

COUNSEL  
DAVID C. EATON  
JOHN C. SULLIVAN

DIRECT E-MAIL ADDRESS  
NSSH@REDROSE.NET

HAND DELIVERED

Susan Zacher  
Commonwealth of Pennsylvania  
Bureau of Historic Preservation  
P. O. Box 1026  
Harrisburg, PA 17108-1026

In Re: Enola Branch

Dear Ms. Zacher:

I am delivering to you herewith the Historic Bridge Survey forms provided to Conrail which have been completed and relate to Bridges Nos. 2, 10, 15, 16 and 21.

Yours very truly,

*David C. Eaton*  
David C. Eaton

DCE/jai

Enclosures

cc: ✓ John Paylor, Esquire  
bcc: Scott Wyland

**96BBR**

Survey Code: Crossing No. 2 Tax Parcel/Other No.: Br.No. 4.70, AARDOT No.5181

County: 1. LANCASTER 0 7 1 2. \_\_\_\_\_

Municipality: 1. Sadsbury Twp. 2. \_\_\_\_\_

Street/Road: T-974, Orchard Buck Rd.

Crossing Over: Former Conrail Enola Branch

Historic Name: RR: Atglen & Susquehanna Branch - PRR

Other Name: Low Grade

Owner Name/Address: Sadsbury Twp.

Owner Category: ☐ Private ☐ Public-local-county ☒ Public-local-municipal ☐ Public-state  
☐ Public-federal

USGS Quad: 1. Gap, PA, 7.5 min. 2. \_\_\_\_\_

UTM References: A. \_\_\_\_\_  
B. \_\_\_\_\_

<b>Historic Function Category:</b>	<b>Subcategory:</b>	<b>Code:</b>		
A. <u>Transportation</u>	<u>Road Related (Vehicular)</u>	<u>1</u>	<u>6</u>	<u>D</u>
B. _____	_____	—	—	—
<b>Current Function Category:</b>	<b>Subcategory:</b>	<b>Code:</b>		
A. <u>Transportation</u>	<u>Road Related (Vehicular)</u>	<u>1</u>	<u>6</u>	<u>D</u>
B. _____	_____	—	—	—
<b>Particular Type:</b> <u>Transportation - Bridge</u>				

Architectural Classification: A. No Style 0 1  
 B. \_\_\_\_\_ Other: \_\_\_\_\_  
 # of Spans 0 1 Overall Length \_\_\_\_\_ 9 4 Predominant Material 5 6  
 # of Main Spans 0 1

Materials: 1. 5 6 2. 2 0 Length:       9 4 Span Type: 0 4  
Design Type: 6 4 2 4 Structural Feature: 1. 0 2 2.

**Secondary Span 1**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 2**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 3**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Substructure**

Materials: 1. 4 0 2. \_\_\_\_\_ Structural Feature: \_\_\_\_\_ Configuration \_\_\_\_\_

**HISTORICAL INFORMATION**

Year Built: \_\_\_\_\_ ca. 1900 to \_\_\_\_\_ ca. 1904 Additions/Alterations Dates: \_\_\_\_\_ ca. 1938 ca. \_\_\_\_\_

Basis for Dating: ☒ Documentary \_\_\_\_\_ Physical \_\_\_\_\_

Explain:

SEE NARRATIVE SHEET

Associated Individuals: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Associated Events: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Architects/Engineers: 1. \_\_\_\_\_ 2. For Mods: Gibbs & Hill Consulting Engr's

Builders: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**MAJOR BIBLIOGRAPHICAL REFERENCES****PREVIOUS SURVEY, DETERMINATIONS****EVALUATION (Survey Director/Consultants Only)**

Individual NR Potential: \_\_\_\_\_ Yes \_\_\_\_\_ No Context(s): \_\_\_\_\_

Contributes to Potential District \_\_\_\_\_ Yes \_\_\_\_\_ No District Name/Status: \_\_\_\_\_

Explain:

**SURVEY INFORMATION**

Survey Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Organization: \_\_\_\_\_ Telephone: \_\_\_\_\_

Street and No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Additional Survey Documentation: \_\_\_\_\_

Associated Survey Codes: \_\_\_\_\_

**PENNSYLVANIA HISTORICAL BRIDGE SURVEY FORM — NARRATIVE SHEET 96CBR**  
**Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation**

Survey Code: Crossing No. 2 Tax Parcel/Other No.: Br. No. 4.70  
County: \_\_\_\_\_ Municipality: \_\_\_\_\_  
Address: \_\_\_\_\_  
Historic/Other Name: T-974, Orchard Buck Road

**PHYSICAL DESCRIPTION:**

**Superstructure:** Single Span Through Truss

**Substructure:** Rubble stone abutments

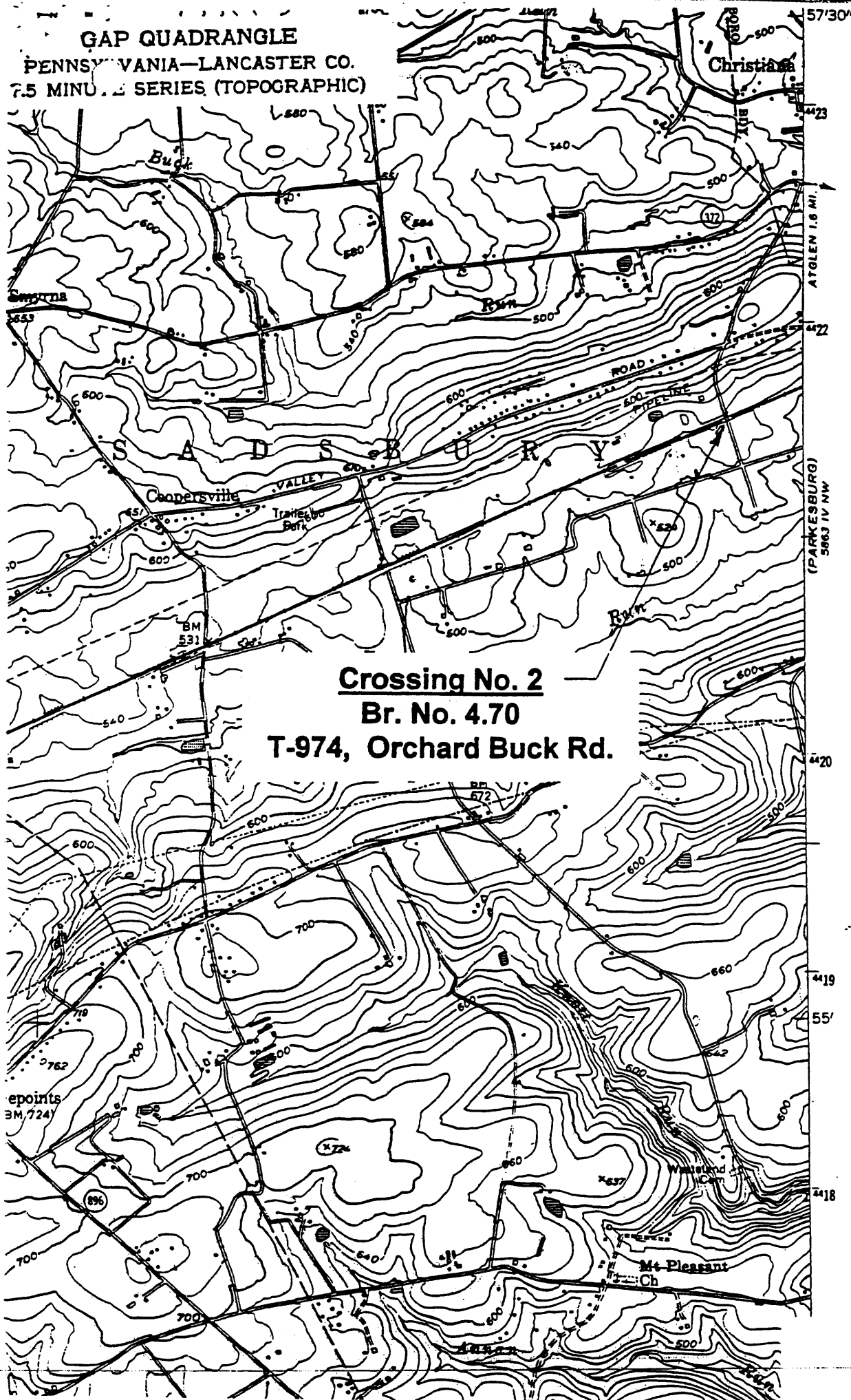
**ORIGINAL CONSTRUCTION**

The bridge plans indicate that this structure was originally erected in 1900 at MP 44.4, Parkesburg, PA, to carry West Bridge Street over the Pennsylvania Railroad's Philadelphia to Harrisburg mainline (now Amtrak). Due to the construction of the Atglen & Susquehanna Branch, a longer structure was required at the West Bridge Street location to span the junction of the tracks of the new branch and the mainline. The subject span was moved to its present location in 1904 to serve as a private (and later a public) crossing over the A&S Branch.

**ADDITIONS/ALTERATIONS**

The PRR electrified the A&S Branch in the late 1930's requiring the installation of catenary protection screens. The bridge plans on file indicate that these protection screens were designed by Gibbs & Hill, Consulting Engineers, New York, and installed in 1938.

GAP QUADRANGLE  
PENNSYLVANIA—LANCASTER CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC)



**Crossing No. 2**

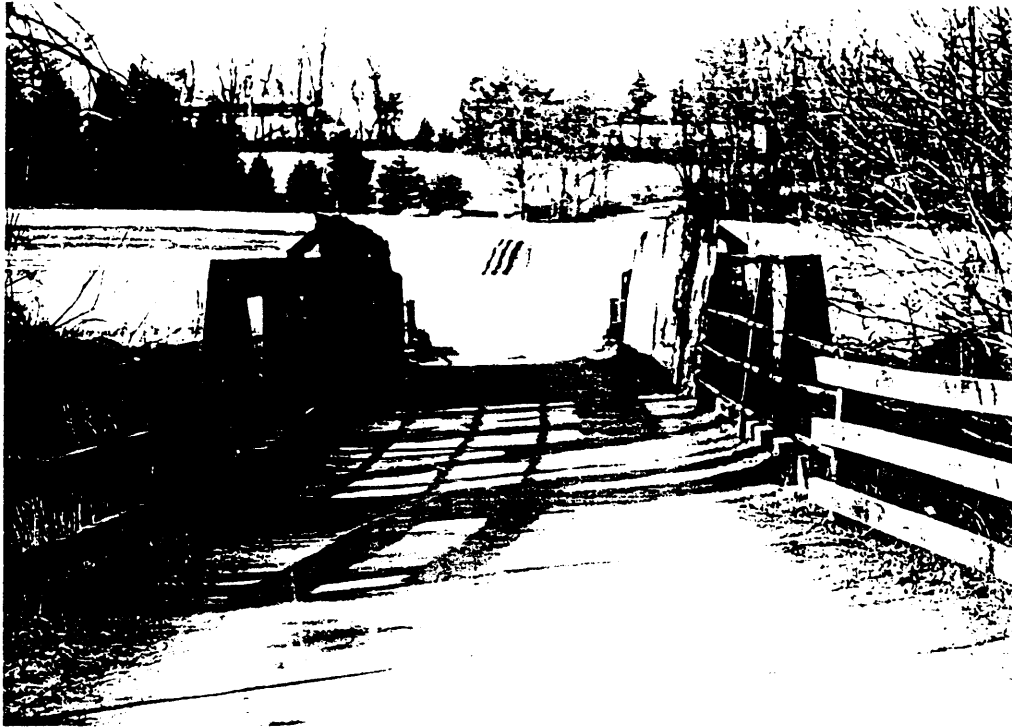
**Br. No. 4.70**

**T-974, Orchard Buck Rd.**

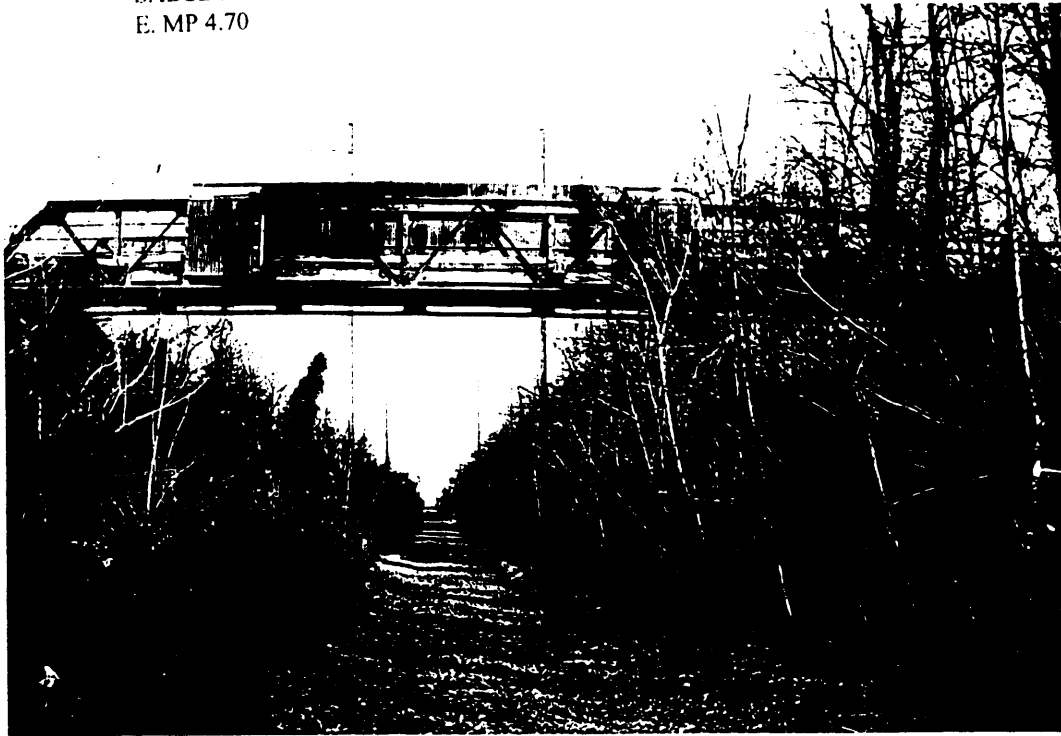
GAP, PA.  
39076-H1-TF-024

1955

SADSBURY TOWNSHIP, ORCHARD BUCK ROAD,  
N. CENTER OF ROAD, MP 4.70



SADSBURY TOWNSHIP, ORCHARD BUCK ROAD,  
E. MP 4.70



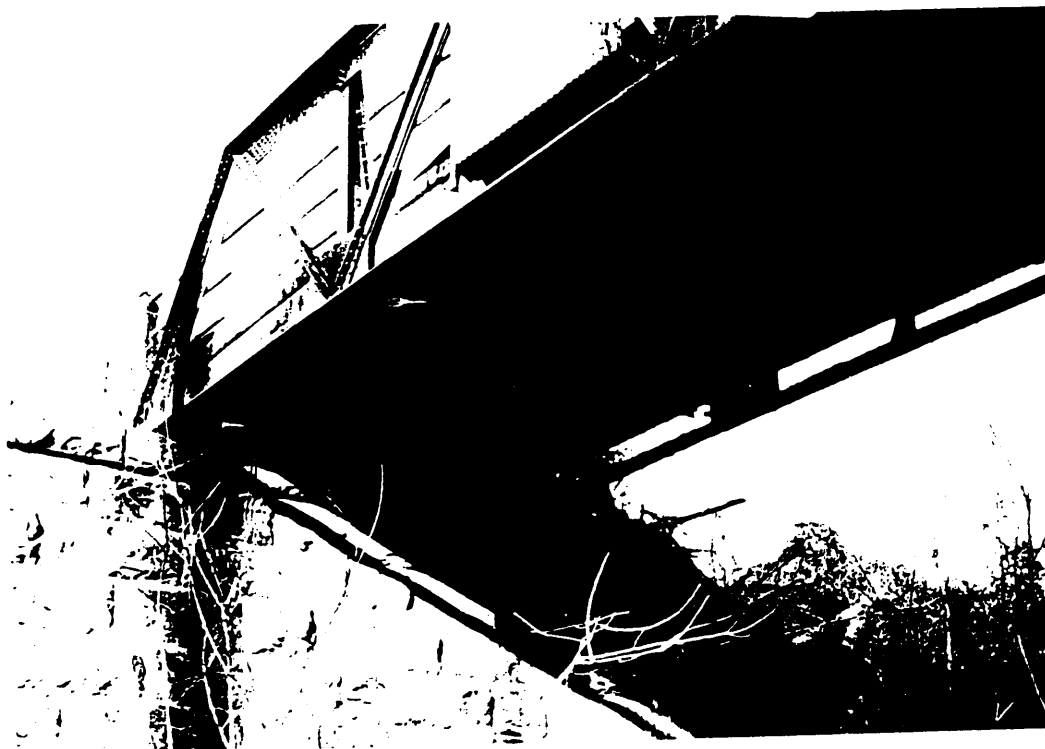
SADSBURY TOWNSHIP, ORCHARD BUCK ROAD,  
N. CENTER OF ROAD, MP 4.70



SADSBURY TOWNSHIP, ORCHARD BUCK ROAD,  
S. CENTER OF ROAD, MP 4.70



SADSBURY TOWNSHIP, ORCHARD BUCK ROAD,  
N. MP 4.70



**96BBR**

Survey Code: Crossing No. 10 Tax Parcel/Other No.: Br No 518198G 11.68, AARDOT No.  
County: 1. Lancaster 0 7 1 2. \_\_\_\_\_  
Municipality: 1. Eden Twp. 2. \_\_\_\_\_  
Street/Road: LR 36086 Pumping Station Rd.  
Crossing Over: Former Conrail Enola Branch Crossing Over LR 36086  
Historic Name: RR: Atglen & Susquehanna Branch - PRR  
Other Name: Low Grade  
Owner Name/Address: Consolidated Rail Corp. 2001 Market St. Phila, PA 19101  
Owner Category: ☒ Private ☐ Public-local-county ☐ Public-local-municipal ☐ Public-state  
☐ Public-federal  
USGS Quad: 1. Gap, PA 7.5 Min. 2. \_\_\_\_\_  
UTM References: A. \_\_\_\_\_  
B. \_\_\_\_\_

<b>Historic Function Category:</b>		<b>Subcategory:</b>	<b>Code:</b>		
A.	<u>Transportation</u>	<u>Rail Related</u>	<u>1</u>	<u>6</u>	<u>A</u>
B.	<u>                    </u>	<u>                    </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>Current Function Category:</b>		<b>Subcategory:</b>	<b>Code:</b>		
A.	<u>Vacant - Not in use</u>	<u>                    </u>	<u>9</u>	<u>8</u>	<u>      </u>
B.	<u>                    </u>	<u>                    </u>	<u>      </u>	<u>      </u>	<u>      </u>
<b>Particular Type:</b> <u>Transportation - Railroad Bridge</u>					

Architectural Classification: A. No Style 0 1

B. \_\_\_\_\_ Other: \_\_\_\_\_

# of Spans 0 1 Overall Length \_\_\_\_\_ 3 0 Predominant Material 4 0

# of Main Spans 0 1

Materials: 1. 4 0 2. 6 5 Length: 3 0 Span Type: 3 0  
Design Type: 5 8 0 2 Structural Feature: 1. 0 4 2.

**Secondary Span 1**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 2**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 3**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Substructure**

Materials: 1. 4 0 2. 6 5 Structural Feature: \_\_\_\_\_ Configuration \_\_\_\_\_

**HISTORICAL INFORMATION**

Year Built: \_\_\_\_\_ ca. 1903 to \_\_\_\_\_ ca. \_\_\_\_\_ Additions/Alterations Dates: \_\_\_\_\_ ca. 1948 ca. \_\_\_\_\_  
Basis for Dating: ☒ Documentary \_\_\_\_\_ Physical \_\_\_\_\_ Raised Coping & Wing Wall \_\_\_\_\_  
Explain: Construction & Modification Dates Obtained From Bridge Plans.

Associated Individuals: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Associated Events: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Architects/Engineers: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Builders: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**MAJOR BIBLIOGRAPHICAL REFERENCES****PREVIOUS SURVEY, DETERMINATIONS****EVALUATION** (Survey Director/Consultants Only)

Individual NR Potential: \_\_\_\_\_ Yes \_\_\_\_\_ No Context(s): \_\_\_\_\_  
Contributes to Potential District \_\_\_\_\_ Yes \_\_\_\_\_ No District Name/Status: \_\_\_\_\_  
Explain: \_\_\_\_\_

**SURVEY INFORMATION**

Survey Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Organization: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Street and No.: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Additional Survey Documentation: \_\_\_\_\_  
Associated Survey Codes: \_\_\_\_\_

**PENNSYLVANIA HISTORICAL BRIDGE SURVEY FORM — NARRATIVE SHEET 96CBR**  
**Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation**

Survey Code: Crossing No. 10 Tax Parcel/Other No.: Br. No. 11.68

County: \_\_\_\_\_ Municipality: \_\_\_\_\_

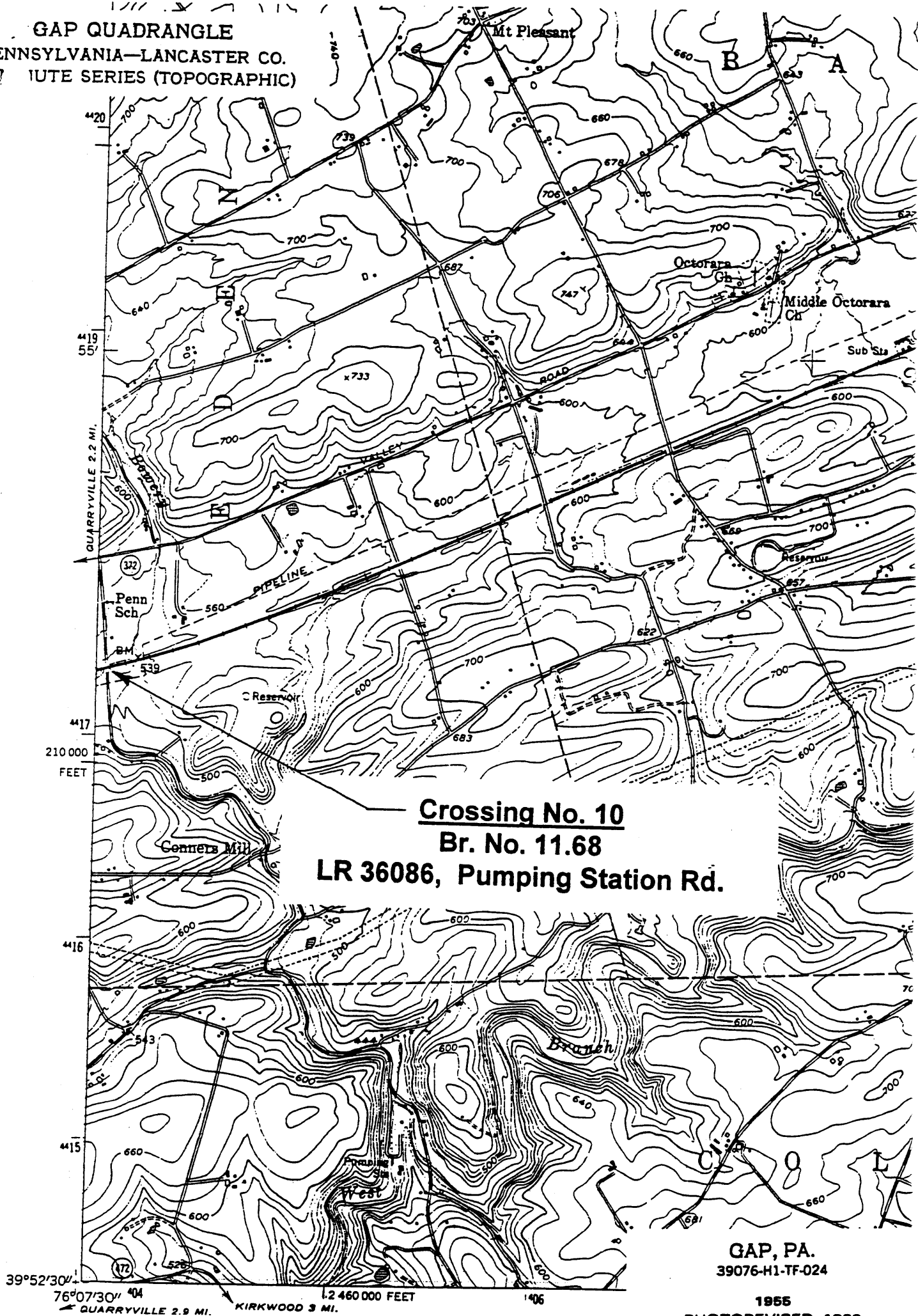
Address: \_\_\_\_\_

Historic/Other Name: \_\_\_\_\_

**PHYSICAL DESCRIPTION:**

Semicircular Stone Arch.

GAP QUADRANGLE  
PENNSYLVANIA—LANCASTER CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC)

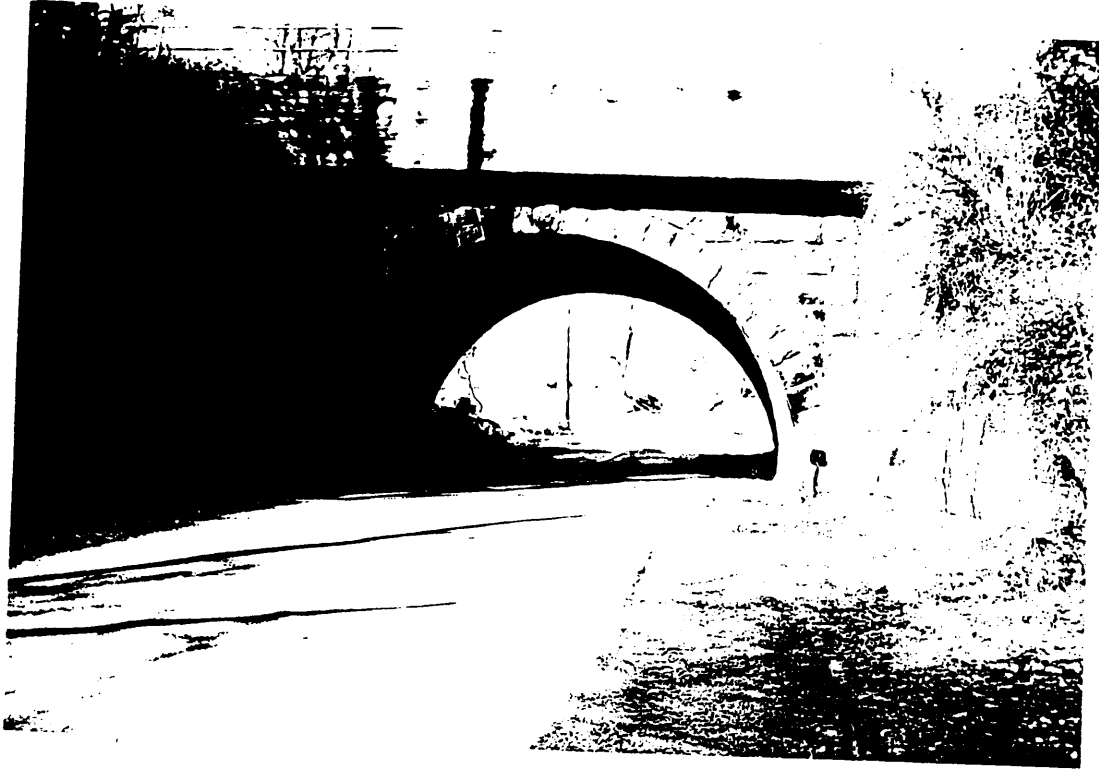


**Crossing No. 10**  
**Br. No. 11.68**  
**LR 36086, Pumping Station Rd.**

**GAP, PA.**  
**39076-H1-TF-024**

**1955**  
**PHOTOREVISED 1989**

EDEN TOWNSHIP, PUMPING STATION ROAD,  
N.E. RIGHT SIDE OF ROAD, MP 11.68



EDEN TOWNSHIP, PUMPING STATION ROAD,  
N.E. LEFT SIDE OF ROAD, MP 11.68



EDEN TOWNSHIP, PUMPING STATION ROAD.  
CENTER OF OF ROAD, MP 11.68



EDEN TOWNSHIP, PUMPING STATION ROAD.  
S.W. SIDE OF ROAD, MP 11.68



EDEN TOWNSHIP, PUMPING STATION ROAD.  
S.W. CENTER OF ROAD, MP 11.68



**PENNSYLVANIA HISTORIC BRIDGE SURVEY FORM — DATA SHEET** **96BBR**  
**Pennsylvania Historical and Museum Commission, Bureau of Historic Preservation**

**IDENTIFICATION AND LOCATION**

Survey Code: Crossing No. 15 Tax Parcel/Other No.: Br. No. 14.46, AARDOT No. 510201B

County: 1. Lancaster 0 7 1 2. \_\_\_\_\_

Municipality: 1. Providence Twp. 2. \_\_\_\_\_

Street/Road: T-482, Oak Bottom, Rd.

Crossing Over: Former Conrail Enola Branch Crossing Over T-482

Historic Name: RR: Atglen & Susquehanna Branch - PRR

Other Name: Low Grade

Owner Name/Address: Consolidated Rail Corp. 2001 Market St., PA 19101

Owner Category: ☒ Private ☐ Public-local-county ☐ Public-local-municipal ☐ Public-state  
☐ Public-federal

USGS Quad: 1. Quarryville, PA 7.5 Min. 2. \_\_\_\_\_

UTM References: A. \_\_\_\_\_  
B. \_\_\_\_\_

**HISTORIC AND CURRENT FUNCTIONS**

Historic Function Category:	Subcategory:	Code:
A. <u>Transportation</u>	<u>Rail Related</u>	<u>1</u> <u>6</u> <u>A</u>
B. _____	_____	_____
Current Function Category:	Subcategory:	Code:
A. <u>Vacant - Not In Use</u>	_____	<u>9</u> <u>8</u> _____
B. _____	_____	_____

Particular Type: Transportation - Railroad Bridge

**PHYSICAL DESCRIPTION**

Architectural Classification: A. No Style 0 1

B. \_\_\_\_\_ Other: \_\_\_\_\_

# of Spans 0 1 Overall Length \_\_\_\_\_ 2 4 Predominant Material 4 0

# of Main Spans 0 1

**Main Span**

Materials: 1. 4 0 2. \_\_\_\_\_ Length: \_\_\_\_\_ 2 4 Span Type: 3 0

Design Type: 5 8 0 2 Structural Feature: 1. 0 4 2. \_\_\_\_\_

**PENNSYLVANIA HISTORICAL BRIDGE SURVEY FORM — NARRATIVE SHEET 96CBR**  
**Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation**

Survey Code: Crossing No. 15 Tax Parcel/Other No.: Br. No. 14.46

County: \_\_\_\_\_ Municipality: \_\_\_\_\_

Address: \_\_\_\_\_

Historic/Other Name: \_\_\_\_\_

**PHYSICAL DESCRIPTION:**

Segmental Circular Stone Arch

**Secondary Span 1**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 2**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 3**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Substructure**

Materials: 1. 4 0 2. \_\_\_\_\_ Structural Feature: \_\_\_\_\_ Configuration \_\_\_\_\_

**HISTORICAL INFORMATION**

Year Built: \_\_\_\_\_ ca. 1905 to \_\_\_\_\_ ca. \_\_\_\_\_ Additions/Alterations Dates: \_\_\_\_\_ ca. \_\_\_\_\_ ca. \_\_\_\_\_

Basis for Dating: ☒ Documentary \_\_\_\_\_ Physical \_\_\_\_\_

Explain: Construction Date Obtained From Bridge Plans.

Associated Individuals: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Associated Events: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Architects/Engineers: 1. \_\_\_\_\_ 2. \_\_\_\_\_  
Builders: 1. \_\_\_\_\_ 2. \_\_\_\_\_

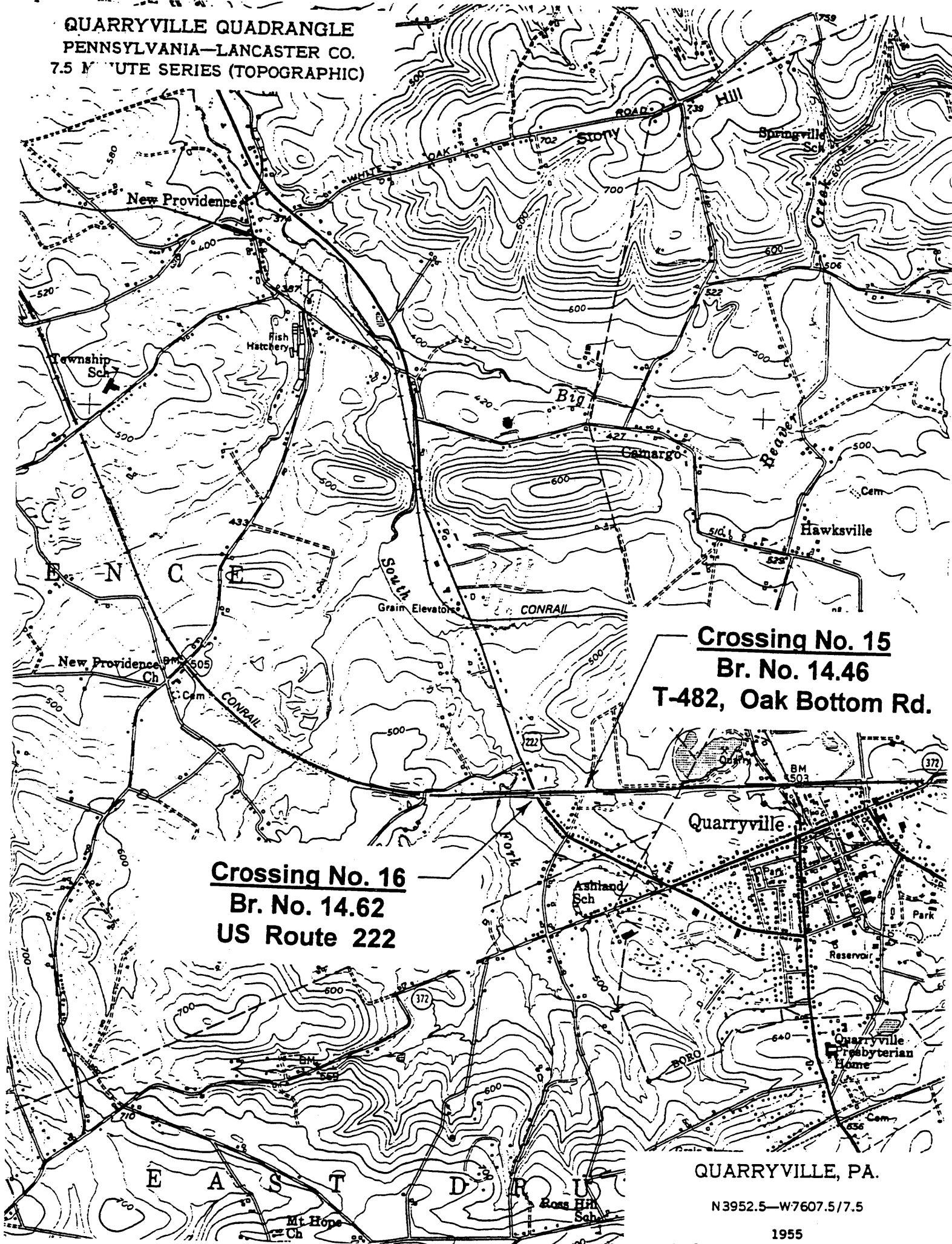
**MAJOR BIBLIOGRAPHICAL REFERENCES****PREVIOUS SURVEY, DETERMINATIONS****EVALUATION (Survey Director/Consultants Only)**

Individual NR Potential: \_\_\_\_\_ Yes \_\_\_\_\_ No Context(s): \_\_\_\_\_  
Contributes to Potential District \_\_\_\_\_ Yes \_\_\_\_\_ No District Name/Status: \_\_\_\_\_  
Explain: \_\_\_\_\_

**SURVEY INFORMATION**

Survey Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Organization: \_\_\_\_\_ Telephone: \_\_\_\_\_  
Street and No.: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Additional Survey Documentation: \_\_\_\_\_  
Associated Survey Codes: \_\_\_\_\_

QUARRYVILLE QUADRANGLE  
PENNSYLVANIA—LANCASTER CO.  
7.5 MINUTE SERIES (TOPOGRAPHIC)



**Crossing No. 15**  
**Br. No. 14.46**  
**T-482, Oak Bottom Rd.**

**Crossing No. 16**  
**Br. No. 14.62**  
**US Route 222**

QUARRYVILLE, PA.

N3952.5—W7607.5/7.5

1955  
PHOTOREVISED 1969 AND 1976

PROVIDENCE TOWNSHIP, OAK BOTTOM ROAD.  
MP 14.46



PROVIDENCE TOWNSHIP, OAK BOTTOM ROAD.  
E., MP 14.46



PROVIDENCE TOWNSHIP, OAK BOTTOM ROAD.  
CONSTRUCTION PLATE, MP 14.46



PROVIDENCE TOWNSHIP, OAK BOTTOM ROAD.  
MP E.. 14.46



C

**PENNSYLVANIA HISTORIC BRIDGE SURVEY FORM — DATA SHEET** **96BBR**  
**Pennsylvania Historical and Museum Commission, Bureau of Historic Preservation**

**IDENTIFICATION AND LOCATION**

Survey Code: Crossing No. 16 Tax Parcel/Other No.: Br No 14.62, AARDOT No. 518202H

County: 1. Lancaster 0 7 1 2. \_\_\_\_\_

Municipality: 1. Providence Twp. 2. \_\_\_\_\_

Street/Road: US Rt 222

Crossing Over: Former Conrail Enola Br. Crossing over US Rt. 222

Historic Name: RR: Atglen & Susquehanna Branch - PRR

Other Name: Low Grade

Owner Name/Address: Consolidated Rail Corp., 2001 Market St., Phila, PA 19101

Owner Category: ☒ Private ☐ Public-local-county ☐ Public-local-municipal ☐ Public-state  
☐ Public-federal

USGS Quad: 1. Quarryville, PA 7.5 Min. 2. \_\_\_\_\_

UTM References: A. \_\_\_\_\_  
B. \_\_\_\_\_

**HISTORIC AND CURRENT FUNCTIONS**

Historic Function Category:	Subcategory:	Code:
A. <u>Transportation</u>	<u>Rail Related</u>	<u>1 6 A</u>
B. _____	_____	_____

Current Function Category:	Subcategory:	Code:
A. <u>Vacant - Not In Use</u>	_____	<u>9 8</u>
B. _____	_____	_____

Particular Type: Transportation - Railroad Bridge

**PHYSICAL DESCRIPTION**

Architectural Classification: A. No Style 0 1

B. \_\_\_\_\_ Other: \_\_\_\_\_

# of Spans 0 1 Overall Length \_\_\_\_\_ 2 4 Predominant Material 4 0

# of Main Spans 0 1

**Main Span**

Materials: 1. 4 0 2. \_\_\_\_\_ Length: \_\_\_\_\_ 2 4 Span Type: 3 0

Design Type: 5 8 0 2 Structural Feature: 1. 0 4 2. \_\_\_\_\_

**Secondary Span 1**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 2**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 3**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Substructure**

Materials: 1. 4 0 2. \_\_\_\_\_ Structural Feature: \_\_\_\_\_ Configuration \_\_\_\_\_

**HISTORICAL INFORMATION**

Year Built: \_\_\_\_\_ ca. 1904 to \_\_\_\_\_ ca. \_\_\_\_\_ Additions/Alterations Dates: \_\_\_\_\_ ca. \_\_\_\_\_ ca. \_\_\_\_\_

Basis for Dating: ☒ Documentary \_\_\_\_\_ Physical \_\_\_\_\_

Explain:

Construction Date Obtained From Bridge Plans.

Associated Individuals: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Associated Events: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Architects/Engineers: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Builders: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**MAJOR BIBLIOGRAPHICAL REFERENCES****PREVIOUS SURVEY, DETERMINATIONS****EVALUATION (Survey Director/Consultants Only)**

Individual NR Potential: \_\_\_\_\_ Yes \_\_\_\_\_ No Context(s): \_\_\_\_\_

Contributes to Potential District \_\_\_\_\_ Yes \_\_\_\_\_ No District Name/Status: \_\_\_\_\_

Explain:

**SURVEY INFORMATION**

Survey Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Organization: \_\_\_\_\_ Telephone: \_\_\_\_\_

Street and No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Additional Survey Documentation: \_\_\_\_\_

Associated Survey Codes: \_\_\_\_\_

**PENNSYLVANIA HISTORICAL BRIDGE SURVEY FORM — NARRATIVE SHEET 96CBR**  
**Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation**

Survey Code: Crossing No. 16 Tax Parcel/Other No.: Br. No. 14.62

County: \_\_\_\_\_ Municipality: \_\_\_\_\_

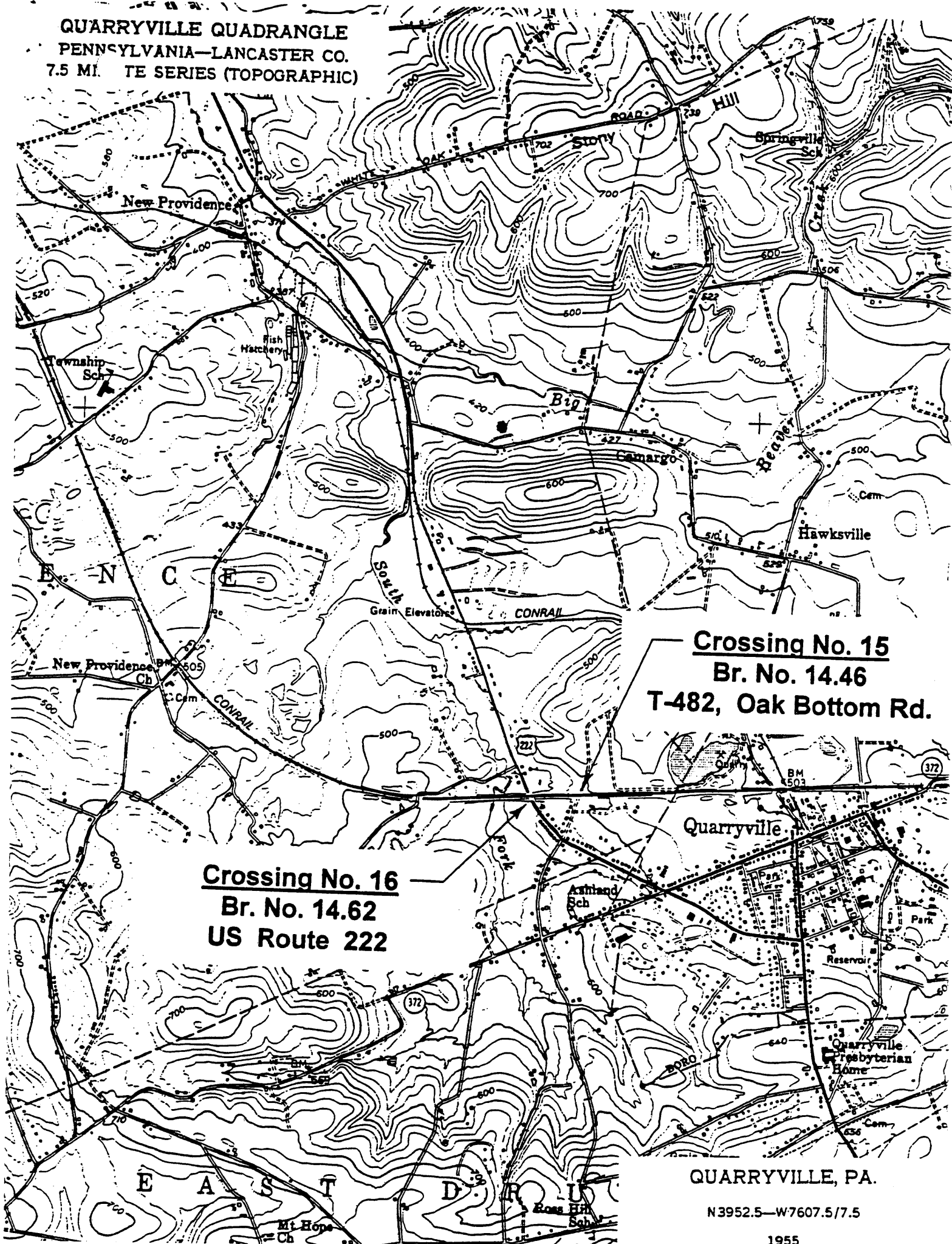
Address: \_\_\_\_\_

Historic/Other Name: \_\_\_\_\_

**PHYSICAL DESCRIPTION:**

Semicircular Stone Arch

QUARRYVILLE QUADRANGLE  
PENNSYLVANIA—LANCASTER CO.  
7.5 MI. TE SERIES (TOPOGRAPHIC)



**Crossing No. 15**  
**Br. No. 14.46**  
**T-482, Oak Bottom Rd.**

**Crossing No. 16**  
**Br. No. 14.62**  
**US Route 222**

QUARRYVILLE, PA.

N3952.5—W7607.5/7.5

1955

**Secondary Span 1**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 2**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Secondary Span 3**

Materials: 1. \_\_\_\_\_ 2. \_\_\_\_\_ Length: \_\_\_\_\_ Span Type: \_\_\_\_\_  
Design Type: \_\_\_\_\_ Structural Feature: \_\_\_\_\_

**Substructure**

Materials: 1. 4 0 2. \_\_\_\_\_ Structural Feature: \_\_\_\_\_ Configuration \_\_\_\_\_

**HISTORICAL INFORMATION**

Year Built: \_\_\_\_\_ ca. 1903 to \_\_\_\_\_ ca. \_\_\_\_\_ Additions/Alterations Dates: \_\_\_\_\_ ca. \_\_\_\_\_ ca. \_\_\_\_\_

Basis for Dating: ☒ Documentary \_\_\_\_\_ Physical \_\_\_\_\_

Explain: \_\_\_\_\_  
Construction Date Obtained From Bridge Plans.

Associated Individuals: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Associated Events: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Architects/Engineers: 1. \_\_\_\_\_ 2. \_\_\_\_\_

Builders: 1. \_\_\_\_\_ 2. \_\_\_\_\_

**MAJOR BIBLIOGRAPHICAL REFERENCES****PREVIOUS SURVEY, DETERMINATIONS****EVALUATION** (Survey Director/Consultants Only)

Individual NR Potential: \_\_\_\_\_ Yes \_\_\_\_\_ No Context(s): \_\_\_\_\_

Contributes to Potential District \_\_\_\_\_ Yes \_\_\_\_\_ No District Name/Status: \_\_\_\_\_

Explain: \_\_\_\_\_

**SURVEY INFORMATION**

Survey Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_

Organization: \_\_\_\_\_ Telephone: \_\_\_\_\_

Street and No.: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Additional Survey Documentation: \_\_\_\_\_

Associated Survey Codes: \_\_\_\_\_

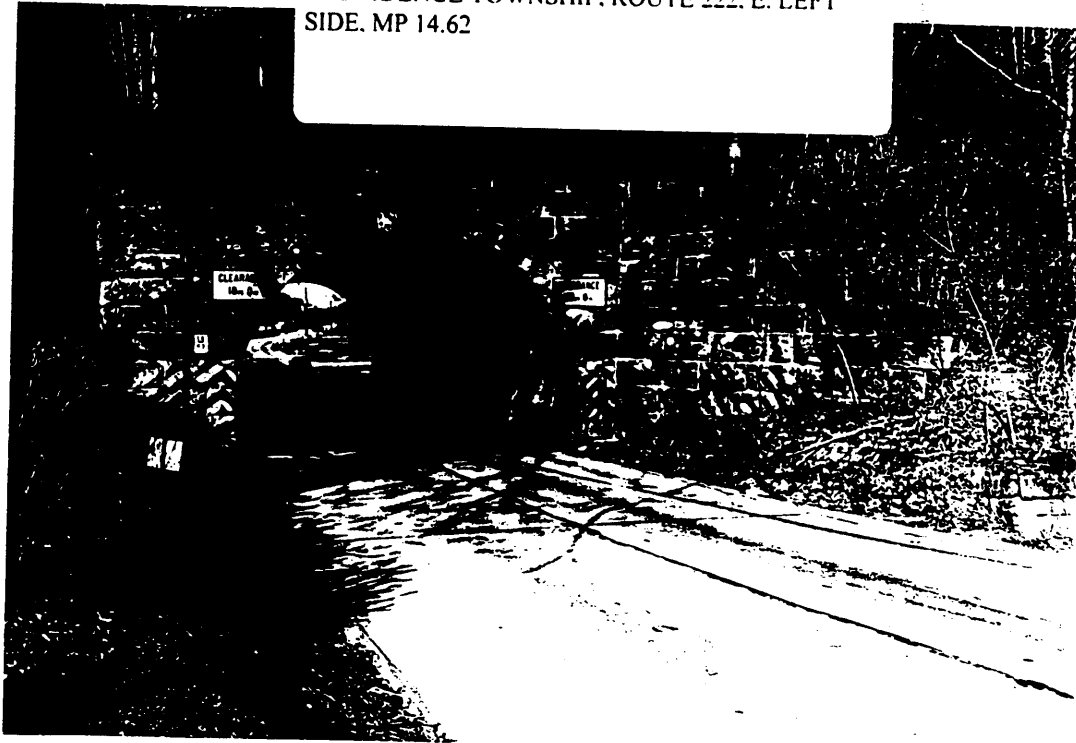
PROVIDENCE TOWNSHIP, ROUTE 222, W. LEFT  
SIDE, MP 14.62



PROVIDENCE TOWNSHIP, ROUTE 222, W. RIGHT  
SIDE, MP 14.62



PROVIDENCE TOWNSHIP, ROUTE 222, E. LEFT  
SIDE, MP 14.62



PROVIDENCE TOWNSHIP, ROUTE 222, E. RIGHT  
SIDE, MP 14.62



PROVIDENCE TOWNSHIP, ROUTE 222, E.  
CENTER, MP14.62



PROVIDENCE TOWNSHIP, ROUTE 222, MARKER  
MP 14.62



**PENNSYLVANIA HISTORIC BRIDGE SURVEY FORM — DATA SHEET** **96BBR**  
 Pennsylvania Historical and Museum Commission, Bureau of Historic Preservation

**IDENTIFICATION AND LOCATION**

Survey Code: Crossing No. 21 Tax Parcel/Other No.: Br. No. 1B.08, AARDOT No. 51820755

County: 1. Lancaster 0 7 1 2. \_\_\_\_\_

Municipality: 1. Providence Twp. 2. \_\_\_\_\_

Street/Road: T-498, Hollow Rd.

Crossing Over: Former Conrail Enola Branch Crossing Over T-498

Historic Name: RR: Atglen & Susquehanna Branch - PRR

Other Name: Low Grade

Owner Name/Address: Consolidated Rail Corp, 2001 Market St., Phila, PA 19101

Owner Category: ☒ Private ☐ Public-local-county ☐ Public-local-municipal ☐ Public-state  
☐ Public-federal

USGS Quad: 1. Quarryville, PA 7.5 Min. 2. \_\_\_\_\_

UTM References: A. \_\_\_\_\_  
 B. \_\_\_\_\_

**HISTORIC AND CURRENT FUNCTIONS**

Historic Function Category:	Subcategory:	Code:
A. <u>Transportation</u>	<u>Rail Related</u>	<u>1</u> <u>6</u> <u>A</u>
B. _____	_____	_____

Current Function Category:	Subcategory:	Code:
A. <u>Vacant - Not In Use</u>	_____	<u>9</u> <u>8</u> <u> </u>
B. _____	_____	_____

Particular Type: Transportation - Railroad Bridge

**PHYSICAL DESCRIPTION**

Architectural Classification: A. No Style 0 1

B. \_\_\_\_\_ Other: \_\_\_\_\_

# of Spans 4 1 Overall Length \_\_\_\_\_ 2 4 Predominant Material 4 0

# of Main Spans 0 1

**Main Span**

Materials: 1. 4 0 2. \_\_\_\_\_ Length: \_\_\_\_\_ 2 4 Span Type: 3 0

Design Type: 5 8 0 2 Structural Feature: 1. 0 4 2. \_\_\_\_\_

**PENNSYLVANIA HISTORICAL BRIDGE SURVEY FORM — NARRATIVE SHEET 96CBR**  
**Pennsylvania Historical and Museum Commission, Bureau for Historic Preservation**

Survey Code: Crossing No. 21 Tax Parcel/Other No.: Br. No. 18.08

County: \_\_\_\_\_ Municipality: \_\_\_\_\_

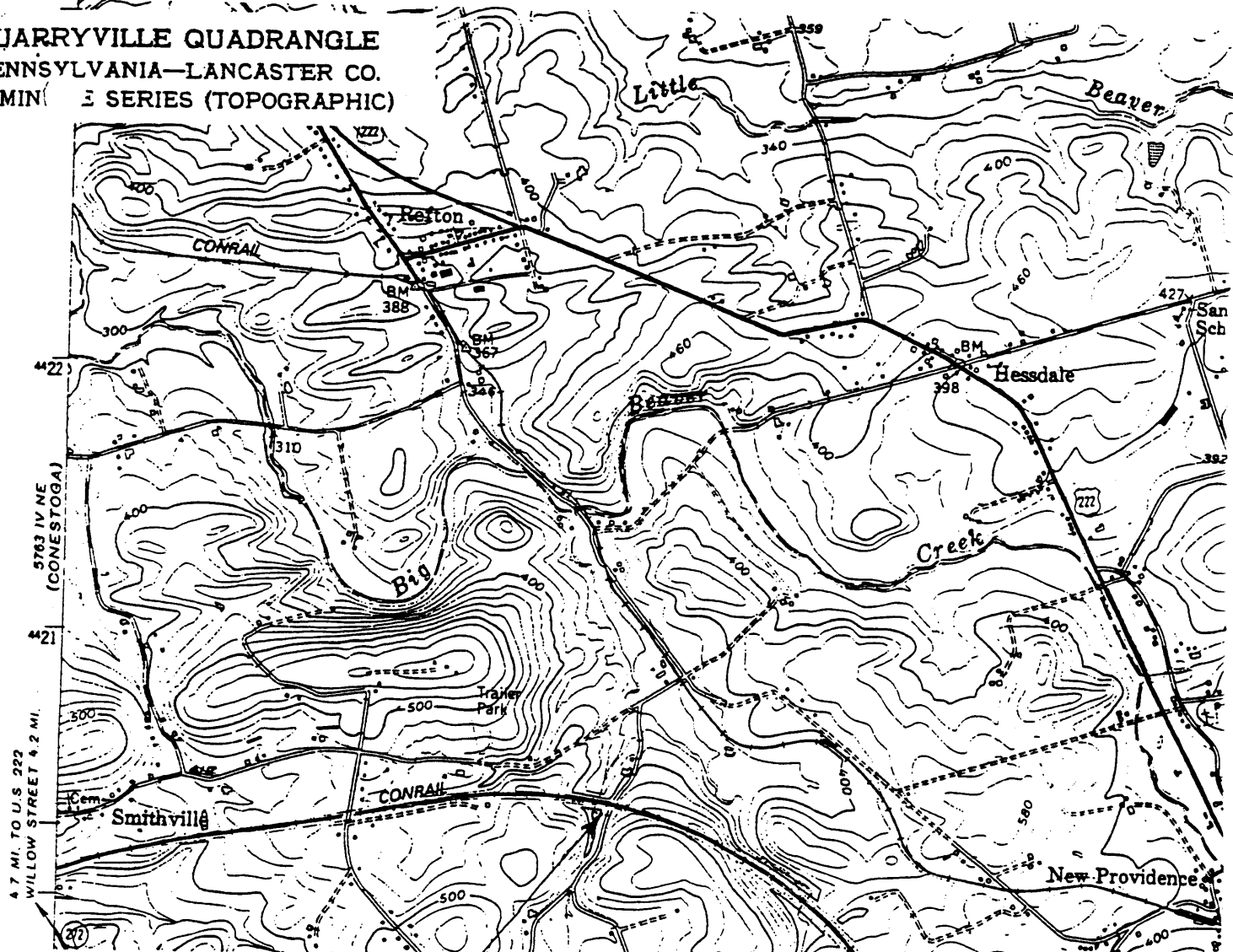
Address: \_\_\_\_\_

Historic/Other Name: \_\_\_\_\_

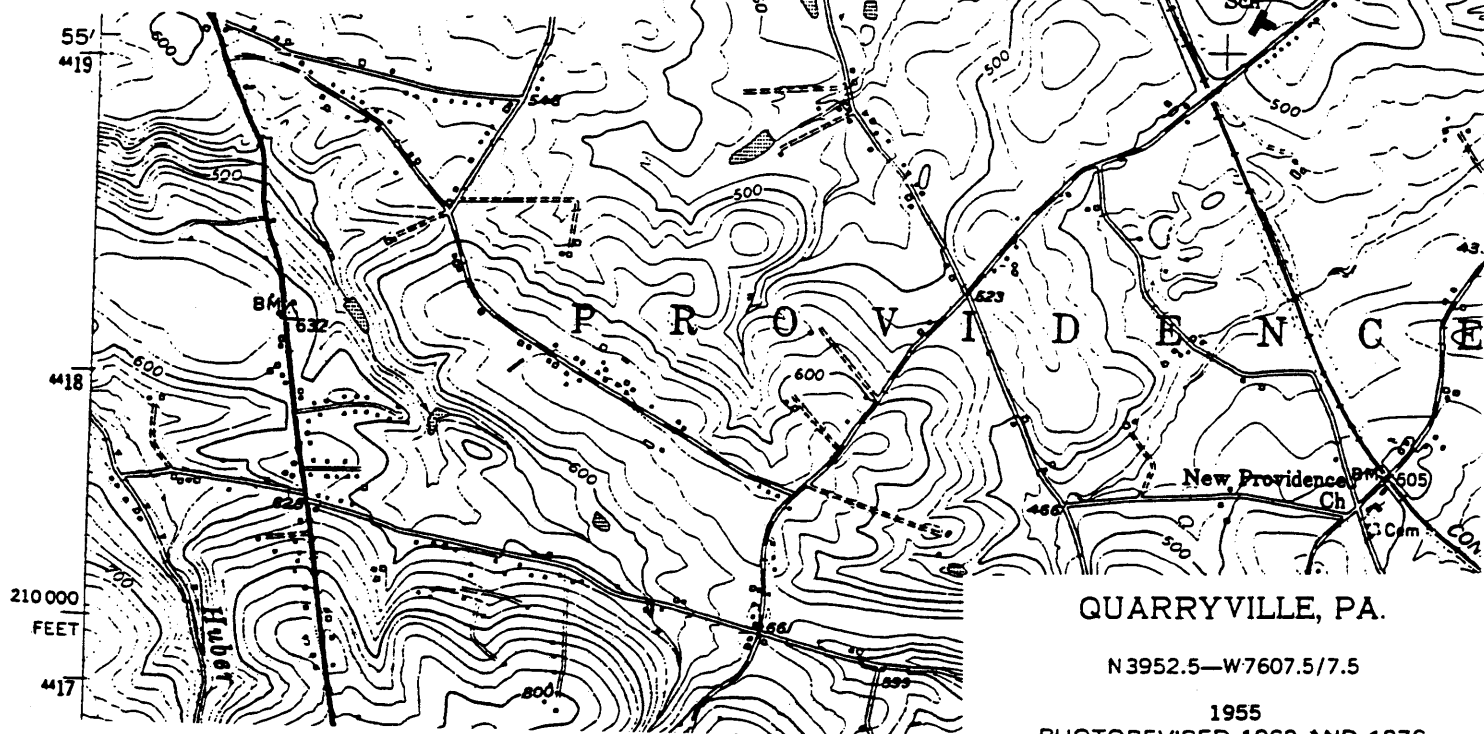
**PHYSICAL DESCRIPTION:**

Semicircular Stone Arch

QUARRYVILLE QUADRANGLE  
PENNSYLVANIA—LANCASTER CO.  
7.5 MIN( 3) SERIES (TOPOGRAPHIC)



**Crossing No. 21**  
**Br. No. 18.08**  
**T-498, Hollow Rd.**

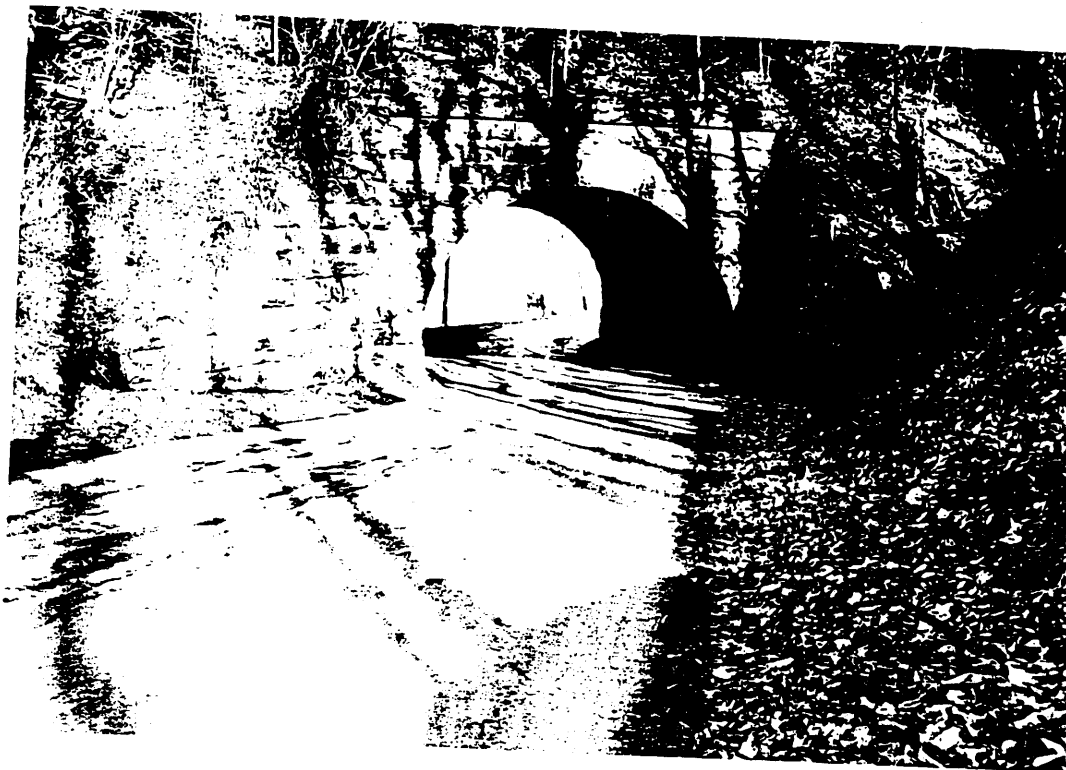


QUARRYVILLE, PA.

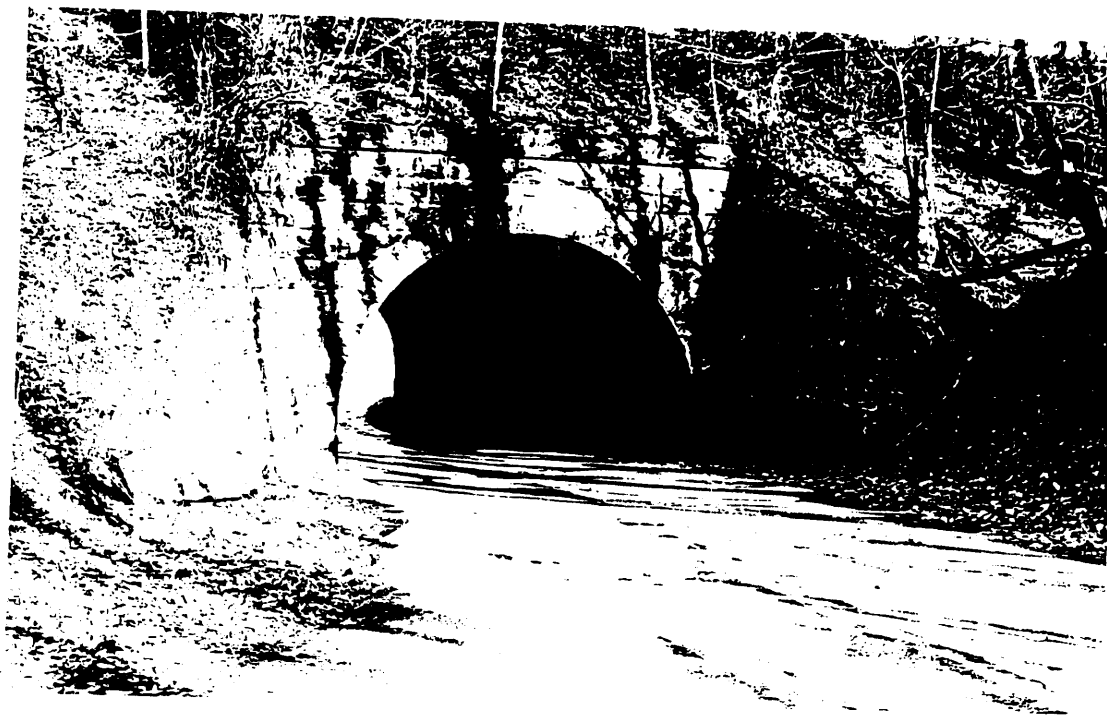
N3952.5—W7607.5/7.5

1955  
PHOTOREVISED 1969 AND 1976

PROVIDENCE TOWNSHIP, LANCASTER COUNTY,  
E. HOLLOW ROAD, MP 18.08



PROVIDENCE TOWNSHIP, LANCASTER COUNTY,  
E. HOLLOW ROAD, MP 18.08



PROVIDENCE TOWNSHIP, LANCASTER COUNTY,  
W HOLLOW ROAD, MP 18.08



PROVIDENCE TOWNSHIP, LANCASTER  
COUNTY, W. HOLLOW ROAD, MP 18.08



PROVIDENCE TOWNSHIP, LANCASTER COUNTY,  
HOLLOW ROAD, MP 18.08, MARKER



PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENVIRONMENTAL QUALITY

A.G. LICHTENSTEIN &  
ASSOCIATES, INC.

PENNSYLVANIA HISTORIC BRIDGE INVENTORY & EVALUATION

---

BMS #: 36301600400000 DIST: 8 UTM: 18/398552/4416937  
OLD BMS #: CTY: LANCASTER OWNER: RAILROAD  
MUNICIPALITY: PROVIDENCE LOCATION: 1 MILE W OF QUARRYVILLE  
FACILITY CARRIED: SR 3016 (FAIRVIEW ROAD)  
NAME/ FEATURE INTERSECTED: SR 3016 OVER ABANDONED RAILROAD (PRR)  
TYPE: THRU TRUSS DESIGN:  
MATERIAL: STEEL  
#SPANS: 1 LENGTH: 97 (29.6 m) WIDTH: 23 (7.0 m)  
YR BUILT: 1905 ALTERATION: SOURCE: INSP FILE  
DESIGNER/BUILDER: PENNSYLVANIA RR

---

SETTING/CONTEXT:

The bridge carries a 2 lane road over an abandoned rail line in a cut in a rural setting of active farms with fields or woods to all quadrants. The rail line is the former Pennsylvania RR's Atglen & Susquehanna line, also known as the Enola Low Grade, built from 1903 to 1906 as a freight only line to add track capacity and relieve traffic pressure on the Main Line east of Harrisburg. It was electrified from 1936-38. The line has been determined eligible by PHMC (DOE 2/24/94).

CURRENT NATIONAL REGISTER STATUS:

SURVEY NR RECOMMENDATION:

SUMMARY:

The single span, 97'-long, rivet-connected Warren with verticals pony truss bridge built in 1905 is composed of all built-up members of standard steel sections and plates. It has details associated with other Warren pony truss bridges over the Pennsylvania RR's lines in the region including tapered verticals and T-shaped upper chords of paired angles and plate. It is supported on ashlar abutments. The rivet-connected Warren truss bridge type/design emerged as one of the most popular truss designs after 1895. This standardized bridge is not individually distinguished by its technology, but it is significant in historic association with the Enola Low Grade line. The bridge is an original feature of the line, which was engineered for low grades and a minimum of at-grade crossings with local roads. It contributes to the PHMC-determined eligible line.

---

PHOTO INDEX (DATE): 280:15-20 (7/98)

REVIEWED BY/ DATE: JPH (2/00)

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION  
BUREAU OF ENVIRONMENTAL QUALITY

A.G. LICHTENSTEIN &  
ASSOCIATES, INC.

PENNSYLVANIA HISTORIC BRIDGE INVENTORY & EVALUATION

---

BMS #: 36723109745051 DIST: 8 UTM: 18/414279/4421554  
OLD BMS #: CTY: LANCASTER OWNER: SADSBURY TWP  
MUNICIPALITY: SADSBURY LOCATION:  
FACILITY CARRIED: ORCHARD BUCK ROAD  
NAME/ FEATURE INTERSECTED: OVER  
TYPE: DESIGN:  
MATERIAL: STEEL  
#SPANS: 1 LENGTH: 95 (29.0 m) WIDTH: 14.8 (4.5 m)  
YR BUILT: ALTERATION: SOURCE: INSP FILE  
DESIGNER/BUILDER: PENNSYLVANIA RR

---

SETTING/CONTEXT:

The 1-lane bridge carries a 2 lane road over an abandoned rail line in a cut in a rural setting of active farms with fields to three of four quadrants. At the southwest quadrant is a log house with large modern addition. The setting does not have the cohesiveness or integrity of a historic district. The rail line is the former Pennsylvania RR's Atglen & Susquehanna line, also known as the Enola Low Grade, built from 1903 to 1906 as a freight only line to add track capacity and relieve traffic pressure on the Main Line east of Harrisburg. It was electrified from 1936-38. The line has been determined eligible by PHMC (DOE 2/24/94).

CURRENT NATIONAL REGISTER STATUS:

SURVEY NR RECOMMENDATION:

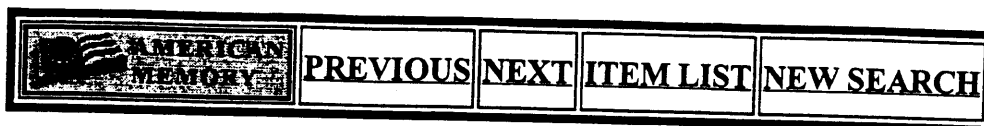
SUMMARY:

The single span, 97'-long, rivet-connected Warren with verticals pony truss bridge built in 1903 is composed of all built-up members of standard steel sections and plates. It has details associated with other Warren pony truss bridges over the Pennsylvania RR's lines in the region including tapered verticals and T-shaped upper chords of paired angles and plate. It is supported on ashlar abutments. The rivet-connected Warren truss bridge type/design emerged as one of the most popular truss designs after 1895. This standardized bridge is not individually distinguished by its technology, but it is significant in historic association with the Enola Low Grade line. The bridge is an original feature of the line, which was engineered for low grades and a minimum of at-grade crossings with local roads. It contributes to the PHMC-determined eligible line.

---

PHOTO INDEX (DATE): 268:33-36;269:2-3 (7/98)

REVIEWED BY/ DATE: JPH (2/00)



**Historic American Buildings Survey/Historic American Engineering Record**

**Item 80 of 112**



11 b&w photos



5 data pages



1 photo caption  
pages

[Rights and Reproductions]

**Pennsylvania Railroad, Safe Harbor Bridge, Spanning mouth of Conestoga River, Safe Harbor, Lancaster County, PA**

**ALTERNATE TITLE**

Philadelphia, Baltimore & Washington Railroad, Saf  
Pennsylvania Historic Railroad Bridges Recording P

**MEDIUM**

Photo(s): 11

Data Page(s): 4 plus cover page

Photo Caption(s): 1

**CALL NUMBER**

HAER, PA,36-SAHAR,1-

**CREATED/PUBLISHED**

Documentation compiled after 1968.

**NOTES**

Survey number HAER PA-531

Field note material exists for this structure (613).

Building/structure dates: 1905

Building/structure dates: 1930

**SUBJECTS**

PENNSYLVANIA--Lancaster County--Safe Harbor  
railroad bridges

steel trestles

steel truss bridges

**RELATED NAMES**

Brown, William H.

Pennsylvania Steel Company

H. S. Kerbaugh, Incorporated

Pennsylvania Railroad

Exhibit 11

Consolidated Rail Corporation (Conrail)  
Norfolk Southern Railroad

**REPRODUCTION NUMBER**

[See Call Number]

**COLLECTION**

Historic American Engineering Record (Library of Congress)

**REPOSITORY**

Library of Congress, Prints and Photograph Division, Washington, D.C. 20540 USA





Commonwealth of Pennsylvania  
Pennsylvania Historical and Museum Commission  
Bureau for Historic Preservation  
Post Office Box 1026  
Harrisburg, Pennsylvania 17108-1026

June 18, 1998

David C. Eaton  
Nauman, Smith, Shissler & Hall  
P. O. Box 840  
Harrisburg, PA 17108-0840

TO EXPEDITE REVIEW USE  
BHP REFERENCE NUMBER

Re: ER 89-1632-042-KK

STB: Proposed Abandonment of Consolidated Rail  
Corporation of a Portion of its Enola Branch in  
Lancaster and Chester Counties (Docket No. AB  
Sub-No. 1095X) and Docket A-00111016

Dear Mr. Eaton:

The Bureau for Historic Preservation (the State  
Historic Preservation Office) has reviewed the above named  
project in accordance with Section 106 of the National  
Historic Preservation Act of 1966, as amended in 1980 and  
1992, and the regulations (36 CFR Part 800) of the Advisory  
Council on Historic Preservation. These requirements  
include consideration of the project's potential effect upon  
both historic and archaeological resources.

We are in receipt of the State Level Recordation for  
five of the bridges on the Enola Low Grade Line. This  
recordation is acceptable as part of the mitigation for this  
project.

If you need further information in this matter please  
consult Susan Zacher at (717) 783-9920.

Sincerely,

Kurt W. Carr, Chief  
Division of Archaeology

cc: John C. Paylor, Conrail, P O Box 41416, Philadelphia  
PA 19101-1416  
KWC/snz

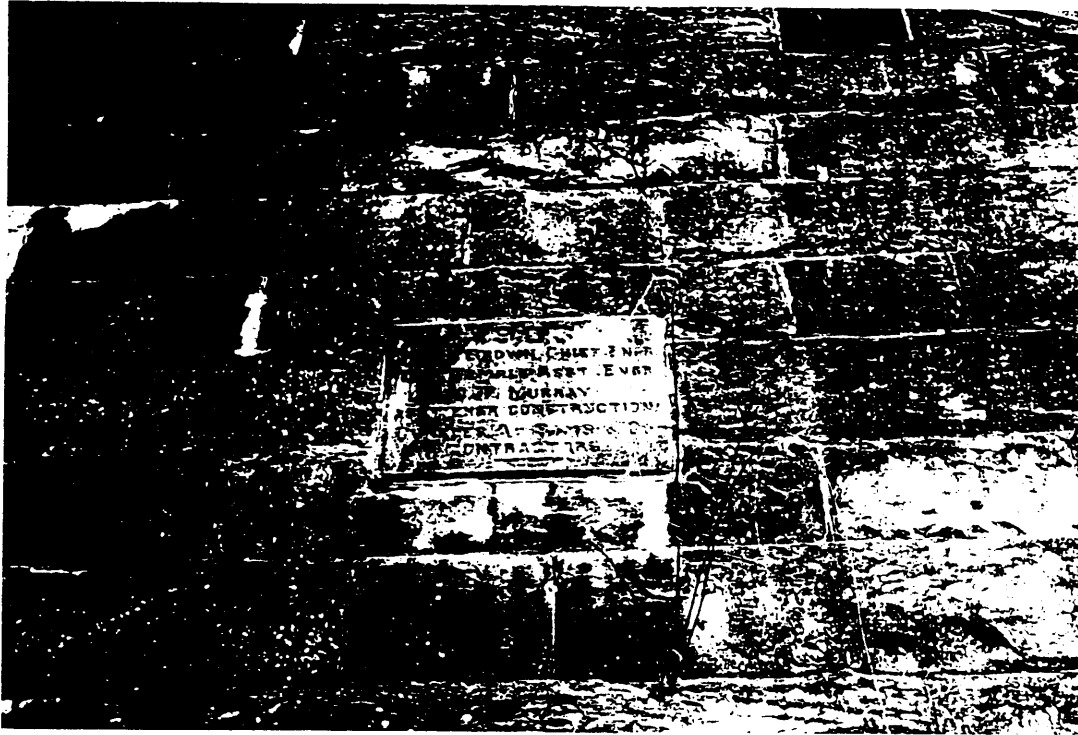
SADSBURY TOWNSHIP, NOBLE ROAD, S.W.  
FROM CENTER OF ROAD, MP 4.03



SADSBURY TOWNSHIP, NOBLE ROAD, LEFT  
SIDE OF ROAD MP 4.03



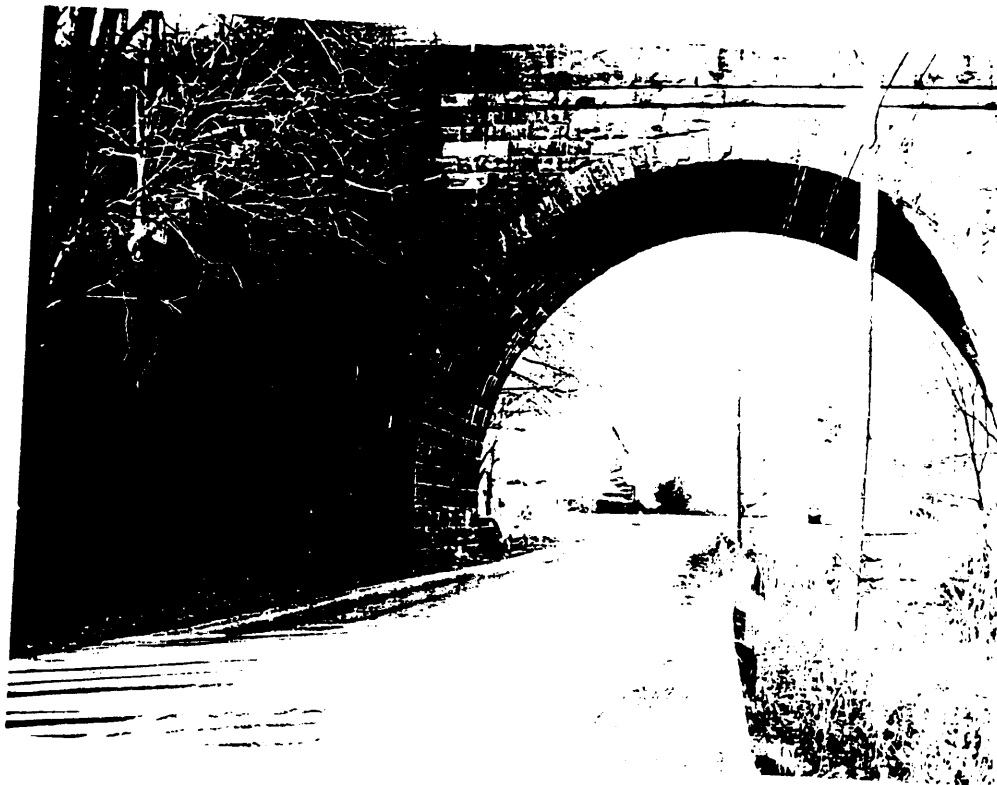
SADSBURY TOWNSHIP, NOBLE ROAD, DATE  
MARKER, MP 4.03



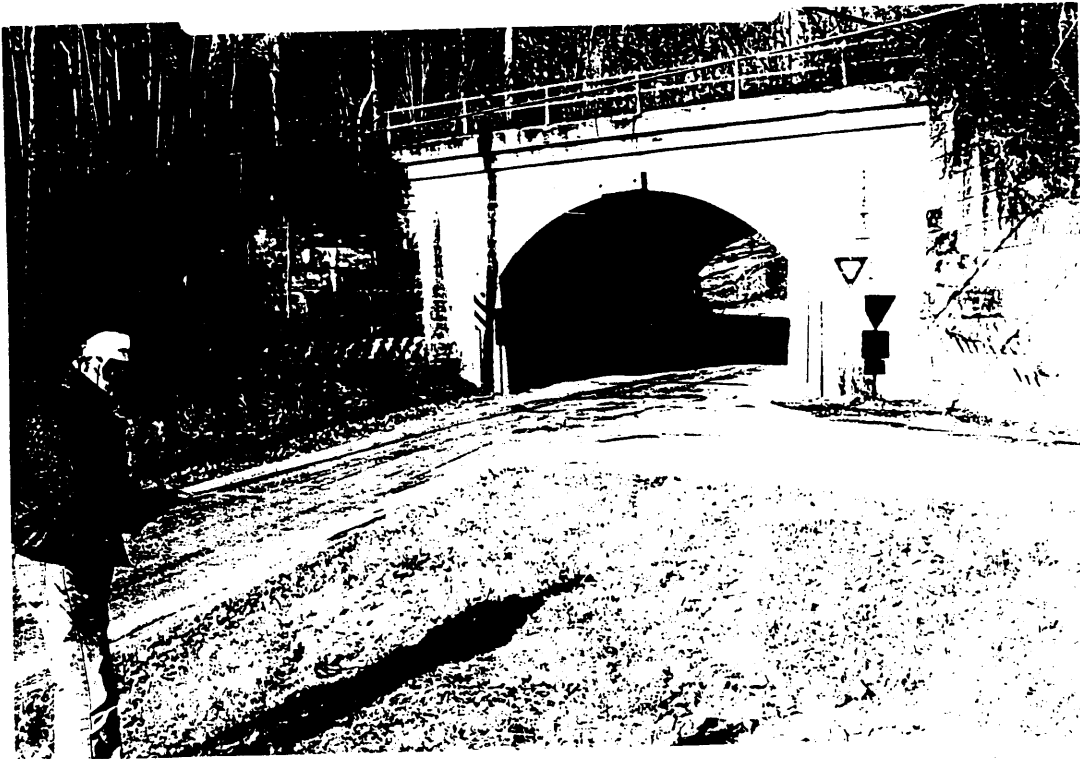
SADSBURY TOWNSHIP, NOBLE ROAD, CENTER  
OF ROAD, MP 4.03



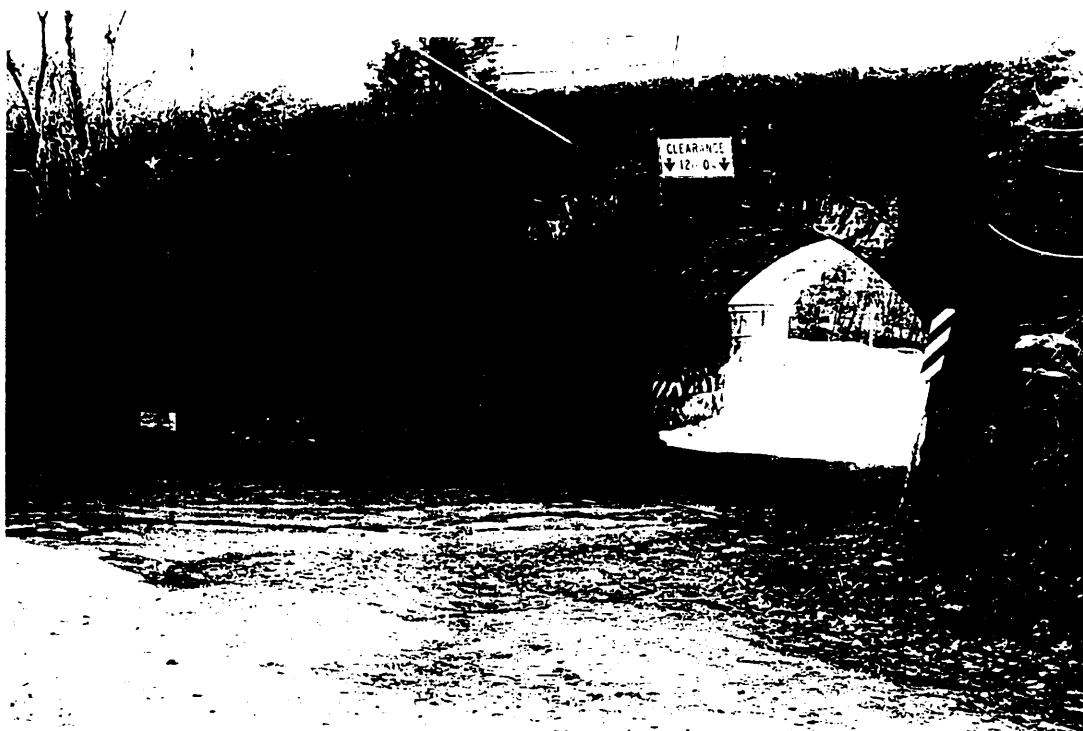
SADSBURY TOWNSHIP, NOBLE ROAD, RIGHT  
SIDE OF ROAD, MP 4.03



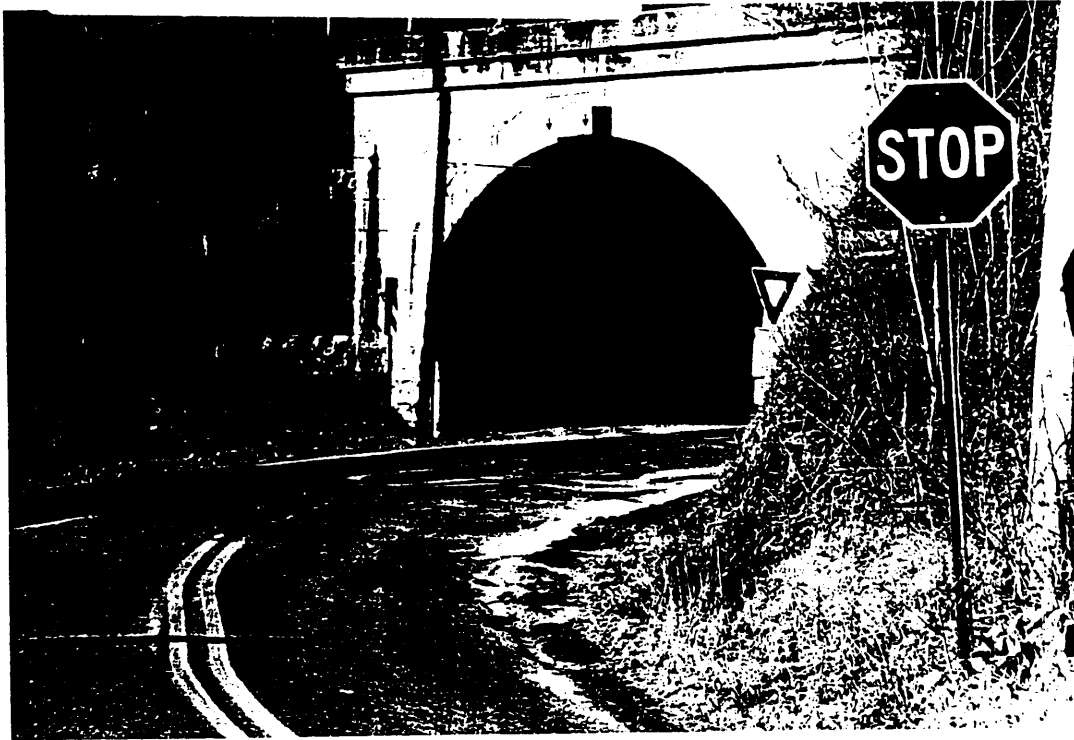
MARTIC TOWNSHIP, ROUTE 324, S.E., MP 23.04



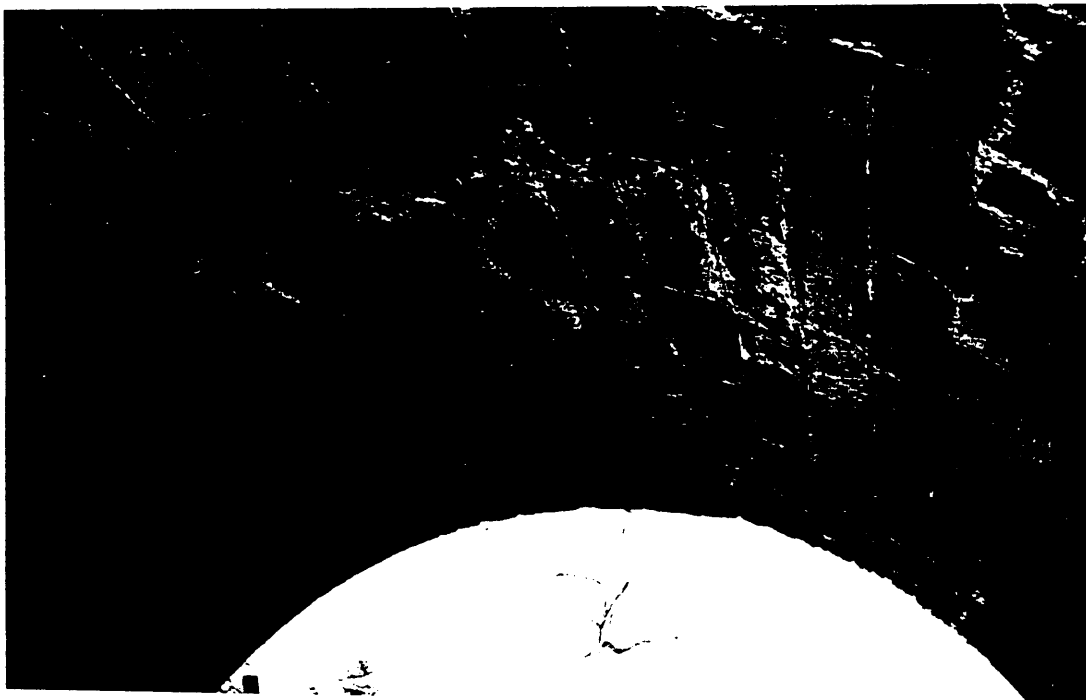
MARTIC TOWNSHIP, ROUTE 324, E., MP 23.04



MARTIC TOWNSHIP. ROUTE 324. E.. MP 23.04



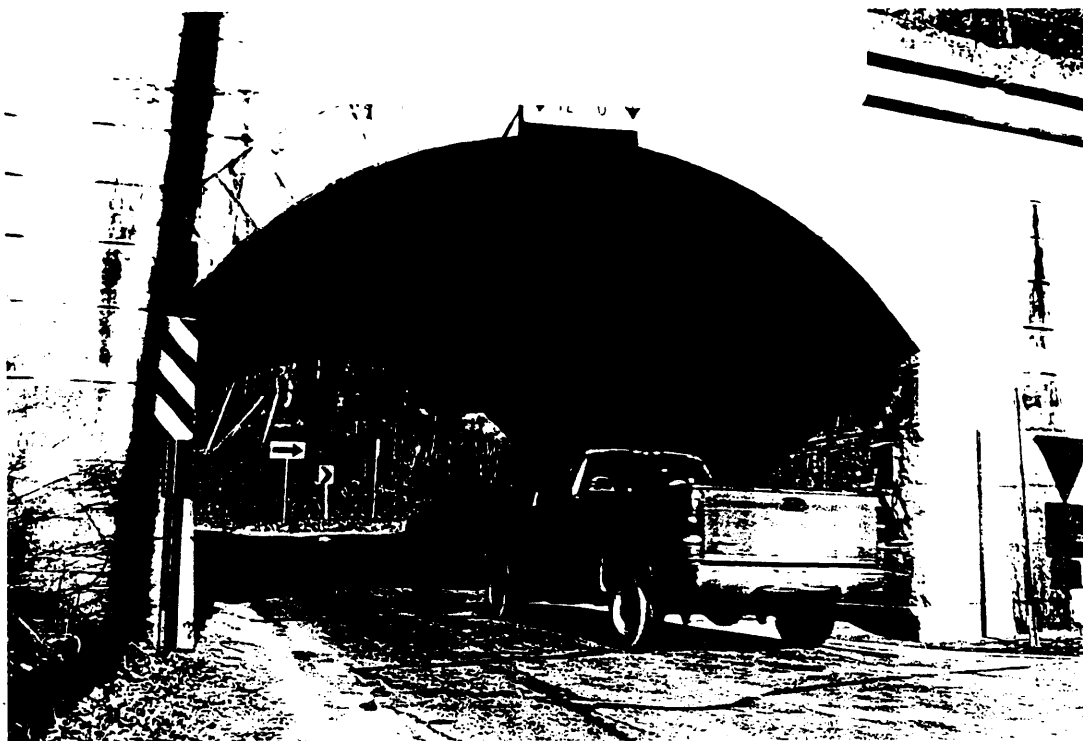
MARTIC TOWNSHIP. ROUTE 324. INSIDE. MP  
23.04



MARTIC TOWNSHIP, ROUTE 324, W. MP 23.04



MARTIC TOWNSHIP, ROUTE 324, E., MP 23.04



MARTIC TOWNSHIP, ROUTE 324, MARKER, MP  
23.04



CONRAIL



File

September 20, 1989

Pennsylvania Historical &  
Museum Commission  
Bureau for Historic Preservation  
Box 1026  
Harrisburg, PA 17108

RE: Proposed Abandonment by Consolidated Rail  
Corporation of a Portion of Its Enola Branch  
in Lancaster and Chester Counties, PA  
Interstate Commerce Commission Docket  
No. AB 167 (Sub-No. 1095X)

Dear Sir or Madam:

Conrail intends to file a Notice of Exemption with the  
Interstate Commerce Commission for abandonment of the rail  
line shown on the attached map, and more fully described  
below:

Name: Portion of the Enola Branch

Location: Lancaster and Chester Counties, Pennsylvania

Description of Track:

Track No. 1: From the clearance point of the switch  
to Green Giant in Parkesburg  
(approximately Milepost 1.1) to its  
connection to the Port Road Branch at CP  
"Port" in Manor Township (approximately  
Milepost 33.7).

Track No. 2: From its connection to Amtrak at CP  
"Park" in Parkesburg (approximately  
Milepost 0.0) to its connection to the  
Port Road Branch at CP "Port" in Manor  
Township (approximately Milepost 33.9).

Exhibit 15

The Interstate Commerce Commission will consider any environmental and historical effects of the proposed action in accordance with the National Environmental Policy Act of 1969, the National Historic Preservation Act, and related statutes. The ICC's procedures for its consideration of environmental and historic matters are set forth in 49 C.F.R., Part 1105. In particular, Section 1105.7 sets forth specific issues which should be considered. A copy of this section is attached for your ready reference.

Also enclosed for your review are 83 photographs of structures on the line which are 50 years old or older. All of these structures are bridges, culverts or related structures. No sites or structures on the line are listed in the National Register of Historic Plans, and no buildings 50 years old or older are located on the line.

You are invited to comment on the effect of the proposed rail line abandonment on any of the environmental or historical issues raised by the regulations. Because the ICC's regulations anticipate the handling of this exemption proceeding within 50 days of the filing of the Notice of Exemption (which Conrail intends to file on October 2, 1989), your prompt response to this request for comments will be appreciated. You will be furnished with a copy of the Notice of Exemption and Conrail's Environmental Report when they are filed.

Your comments should be identified by reference to docket number AB 167 (Sub-No. 1095X), and should be sent to the Section of Energy and Environment, Room 3115, Interstate Commerce Commission, 12th St. & Constitution Ave., N.W., Washington, D.C. 20423. Please also send a copy of your comments to me as representative of Conrail.

Page 3

If you have any questions concerning this proceeding,  
please call me at the number shown below.

Very truly yours,

*John J. Paylor*  
John J. Paylor  
Senior General Attorney  
(215) 977-5047

JJP/kr  
Attachment

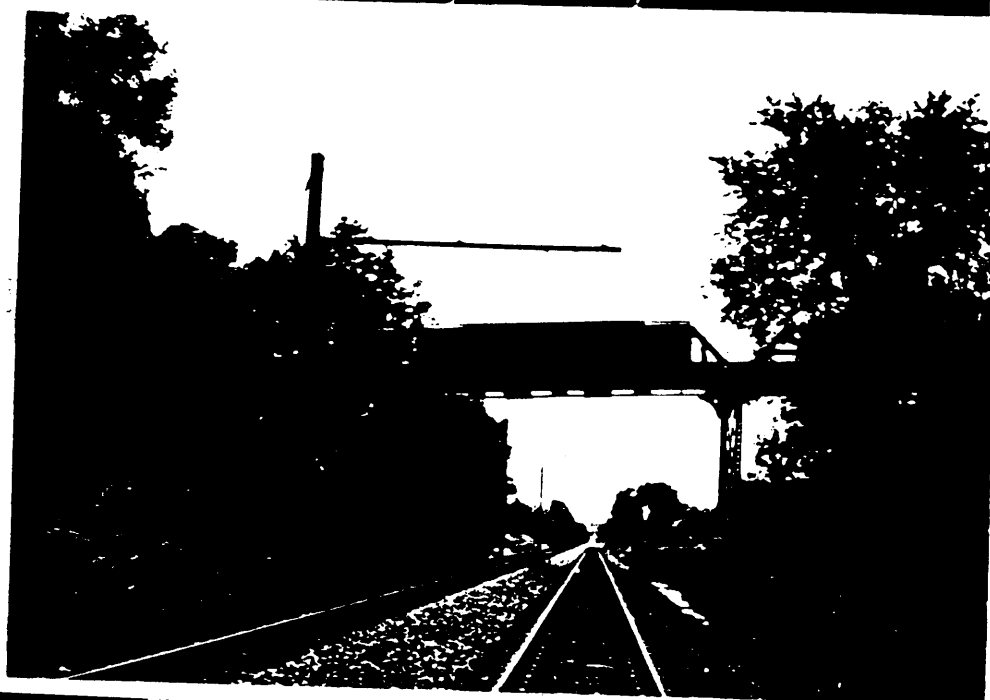
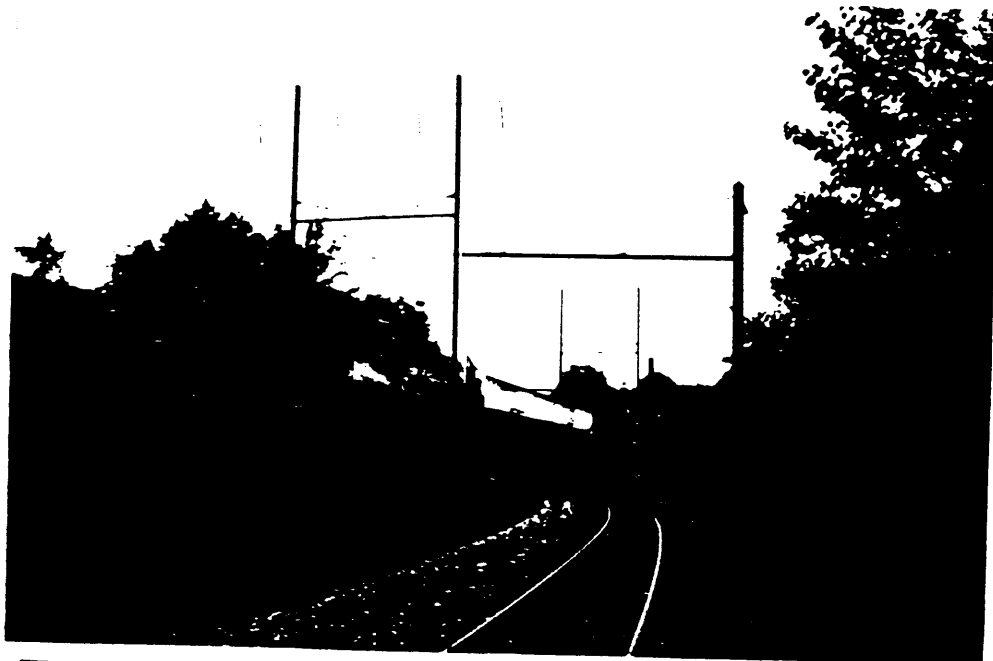
cc: Section of Energy and Environment  
Room 3115  
Interstate Commerce Commission  
12th St. & Constitution Ave., N.W.  
Washington, D.C. 20423



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 0.15  
CULVERT ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 0.32  
E. BRIDGE ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 0.40  
W. BRIDGE ST.



ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 0.70  
AMTRAK RR.

---

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 1.50  
LENOVER RD.

---

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 1.89  
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 2.76  
OCTORARO CREEK

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 2.84  
Route 41

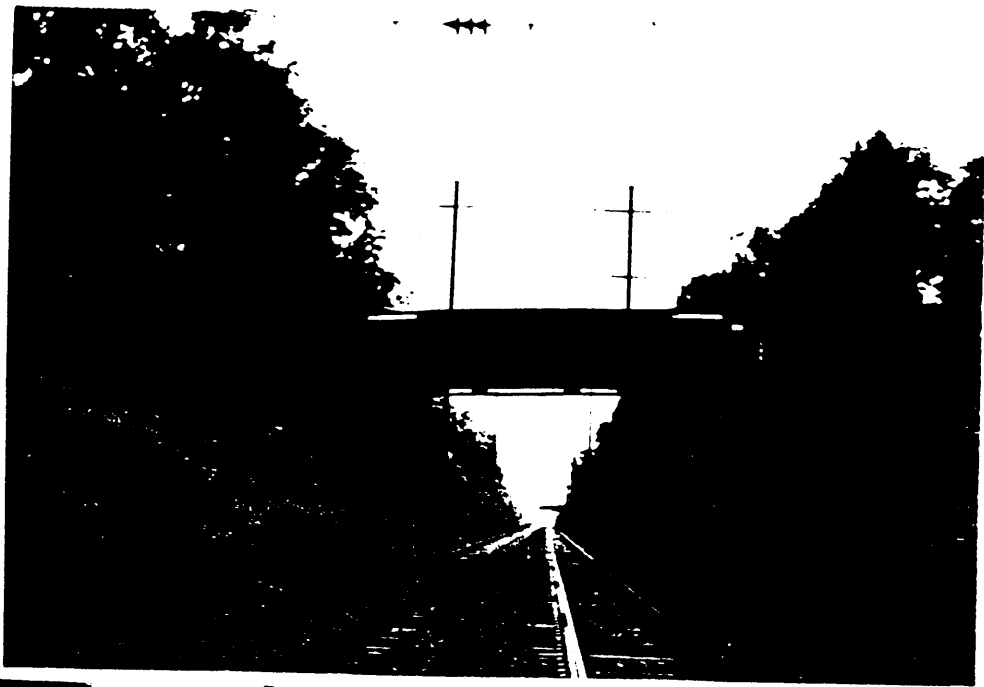
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 2.89  
GREEN ST.



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 3.00  
MAIN ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 3.52  
STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 3.81  
LR485 Rt. 372



ENOLA BRANCH, PA  
RDBR 20 - 1323

UG 4.03

OCTORARO CREEK & RD.

ENOLA BRANCH, PA  
RDBR 20 - 1323

OH 4.70

OCTORARO Buck RD.

ENOLA BRANCH, PA  
RDBR 20 - 1323

OH 5.03

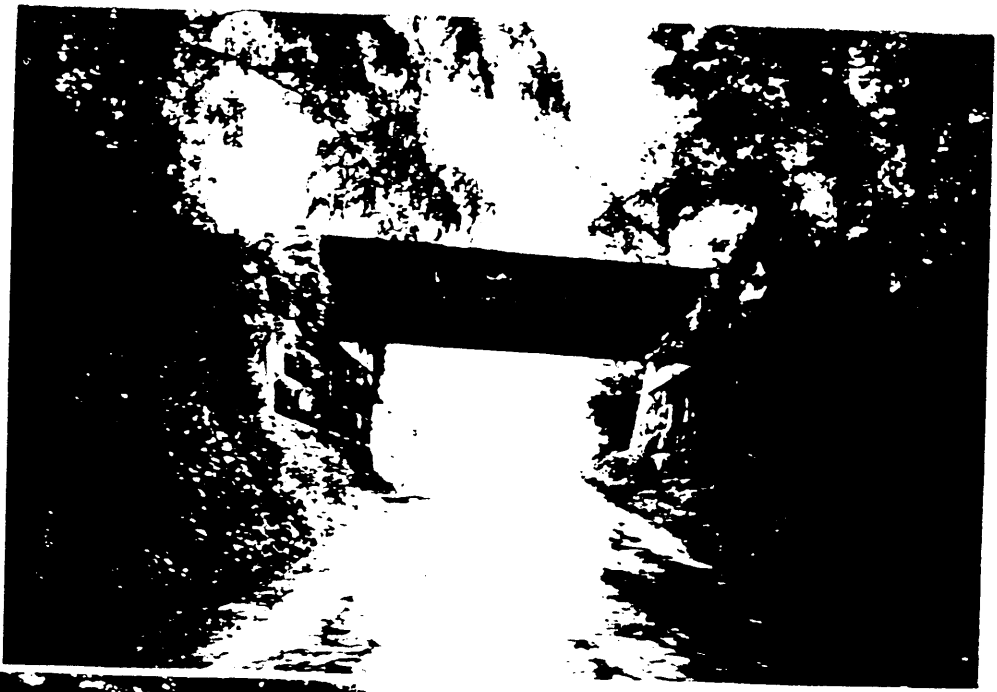
PRIVATE ROAD



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 5.77  
BRICKMILL ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 6.35  
WHITE OAK ROAD

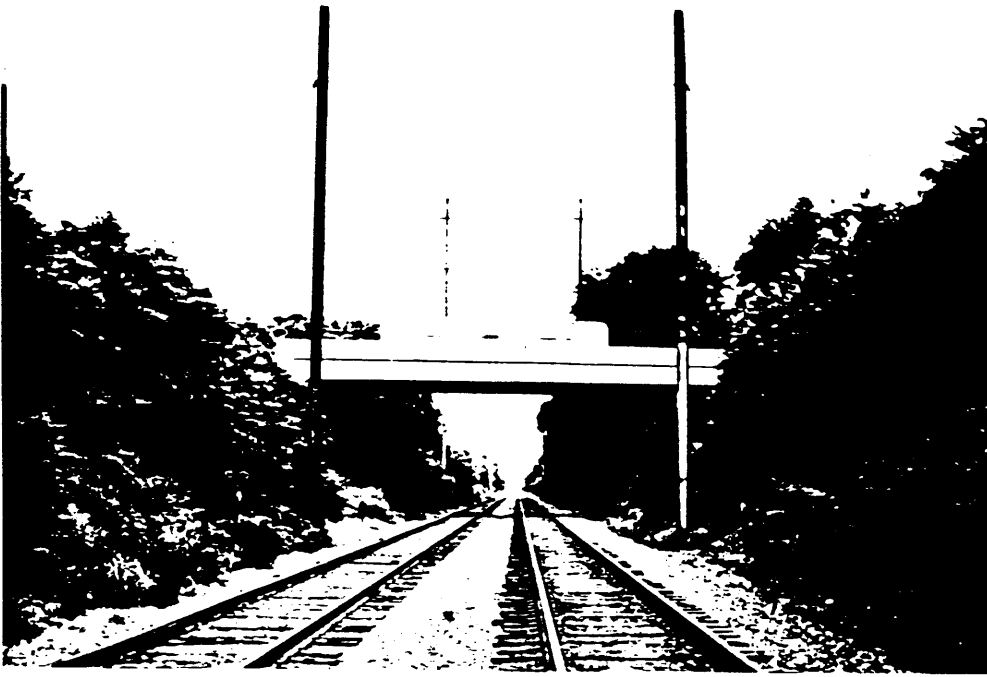
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 6.43  
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 7.20  
PUBLIC ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 7.61  
VINTAGE ROAD

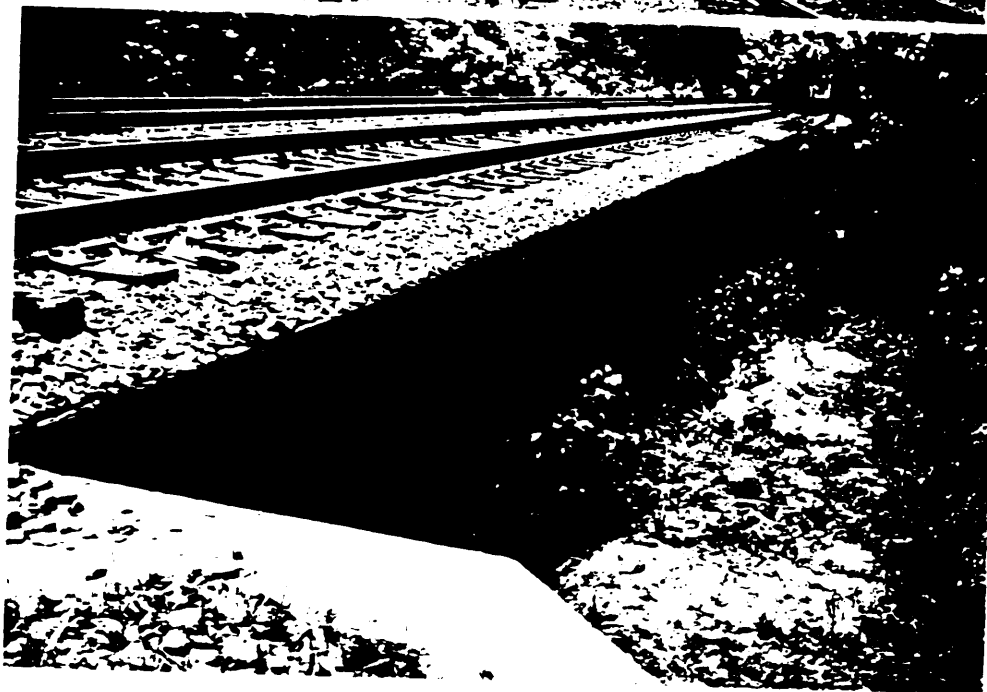
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 7.52  
VALLEY RUN



ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 8.22  
RT. 896

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 8.44  
OCTORARO CREEK

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 8.44  
OCTORARO CREEK



ENOLA BRANCH, PA

RDBR 20 - 1323

UG 8.44

OCTORARO CREEK

ENOLA BRANCH, PA

RDBR 20 - 1323

OH 8.78

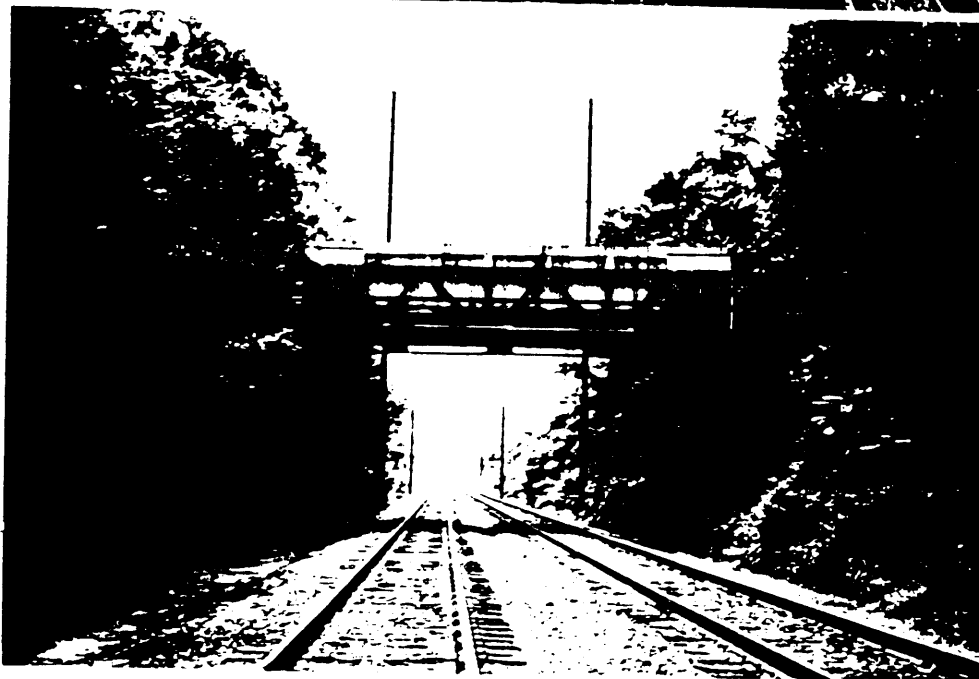
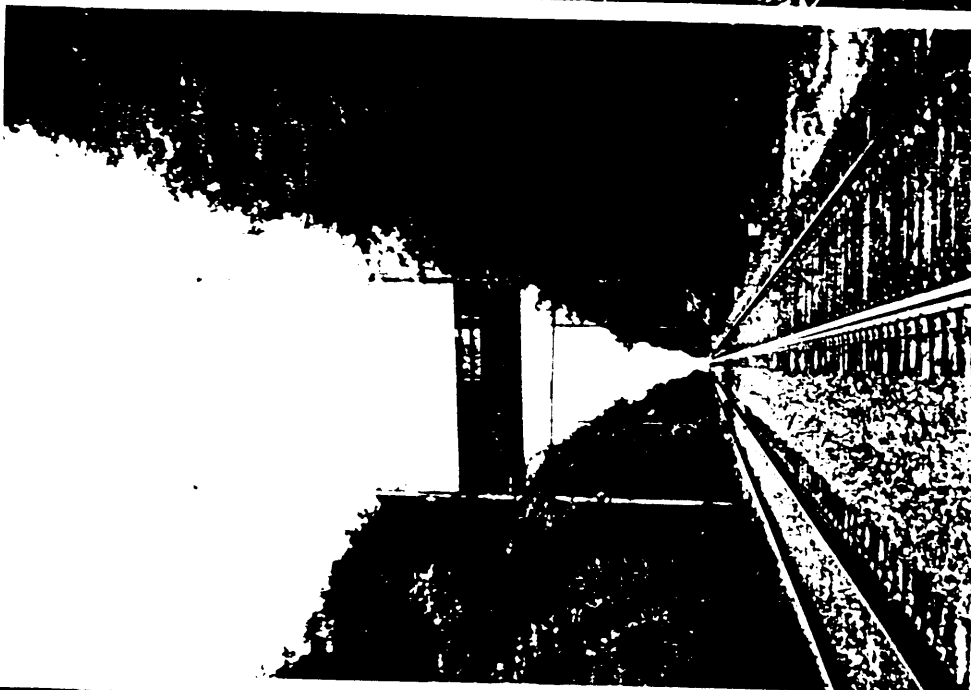
LAMPARTER ROAD

ENOLA BRANCH, PA

RDBR 20 - 1323

UG 9.15

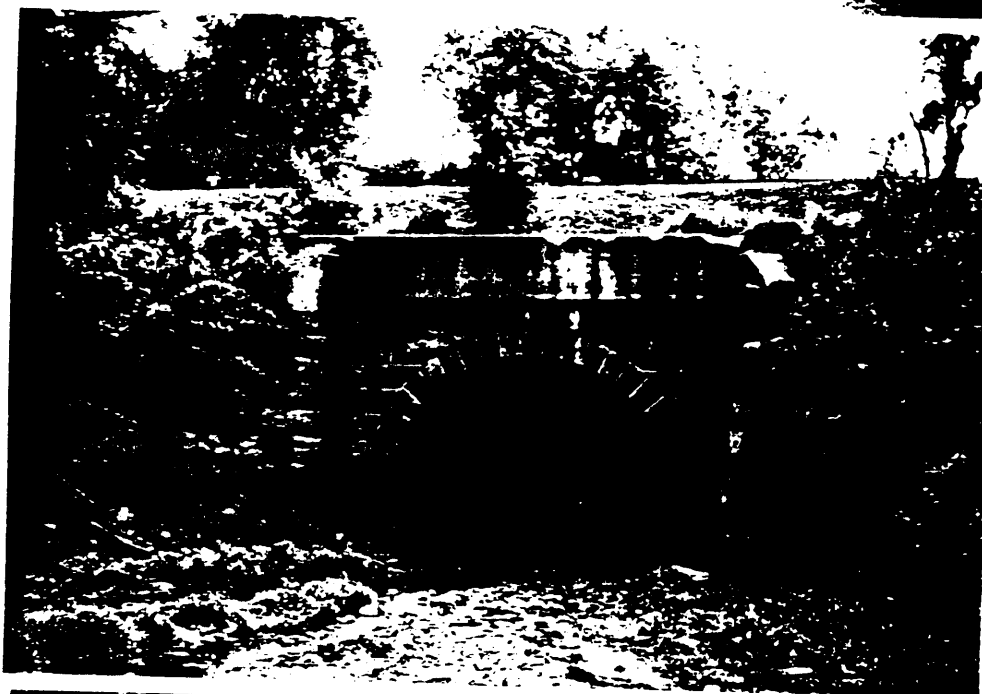
MT. PLEASANT CREEK



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 9.15  
MT. PLEASANT CREEK

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 9.76  
MT. PLEASANT ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 10.18  
HOLLOW ROAD



ENOLA BRANCH, PA  
RDBR 20 - 1323

UG 10.68

BUSHONG ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323

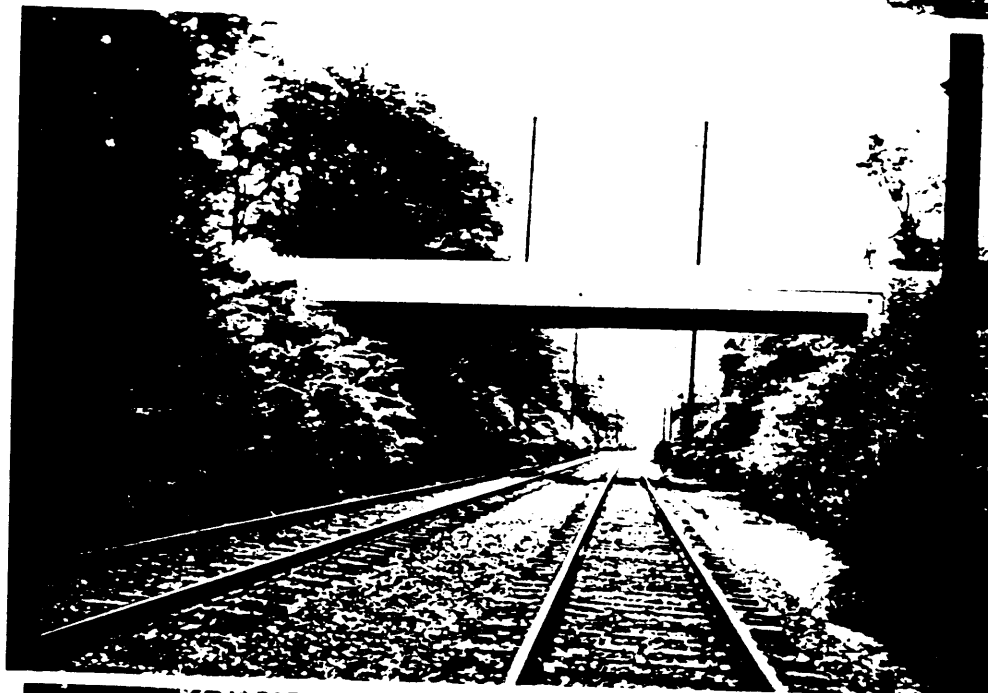
UG 10.90

STREAM

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RDBR 20 - 1323

UG 11.55

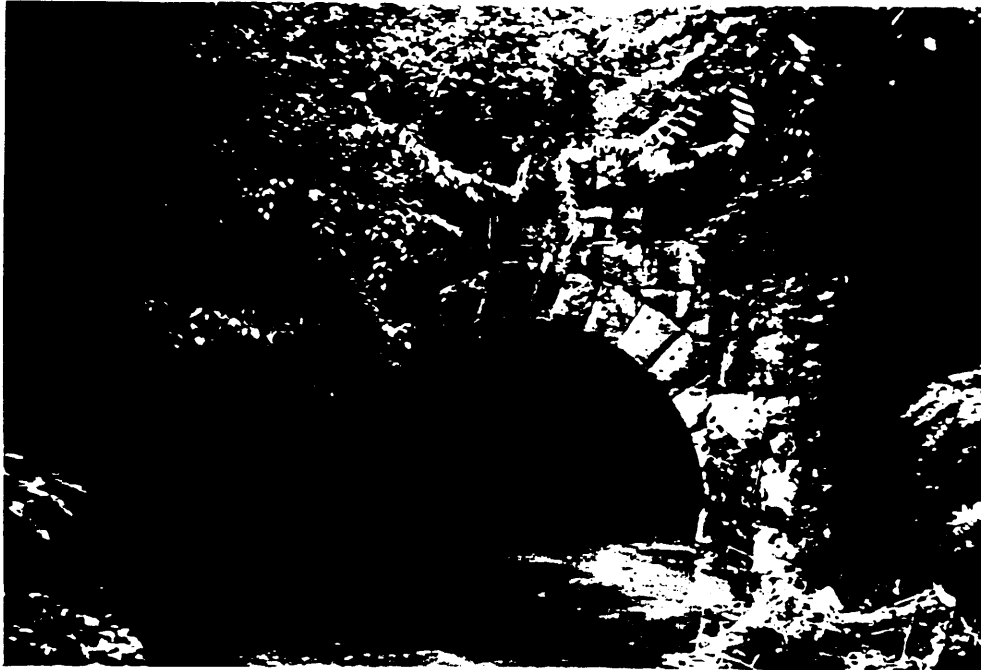
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 11.68  
LR 36086

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 12.15  
HESS ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 13.32  
RT. 344



ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 13.54  
N. LIME ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 13.65  
STREAM

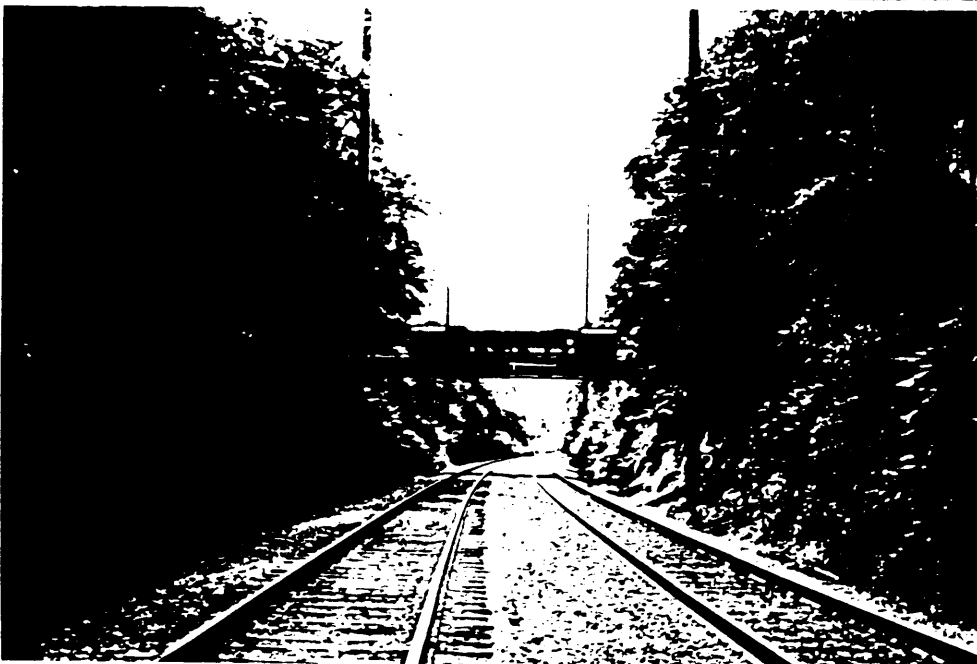
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 13.79  
FORMER QUARRYVILLE



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 13.83  
CHURCH ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 13.83  
CHURCH ST.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 14.46  
OAK BOTTOM RD.



ENOLA BRANCH, PA  
RDBR 20 - 1323

UG 14.62

RT. 222

ENOLA BRANCH, PA  
RDBR 20 - 1323

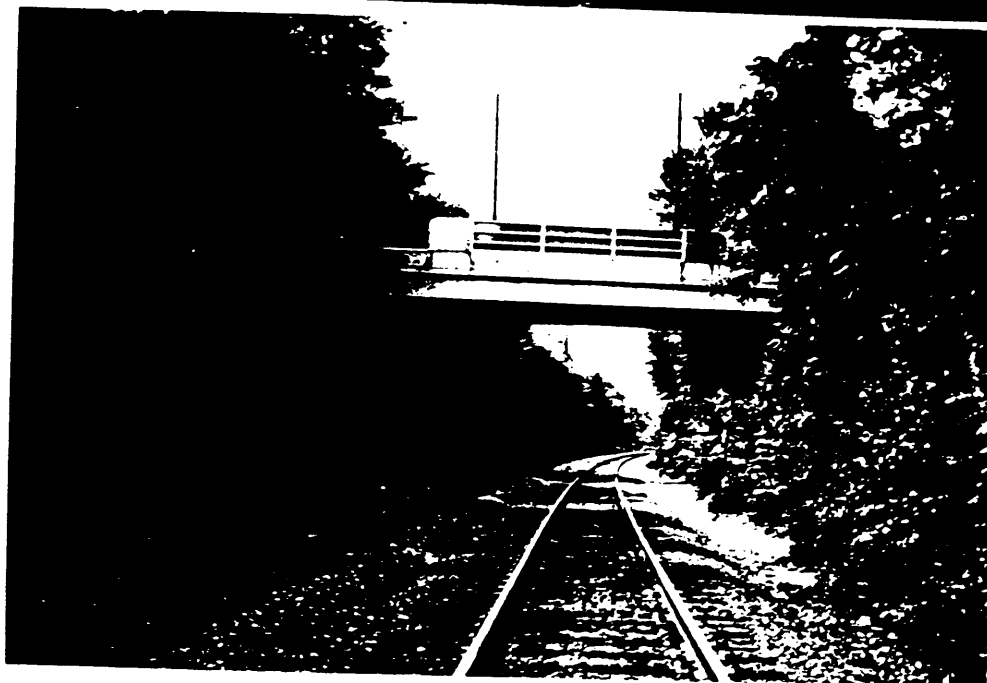
UG 14.73

STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323

OH 15.00

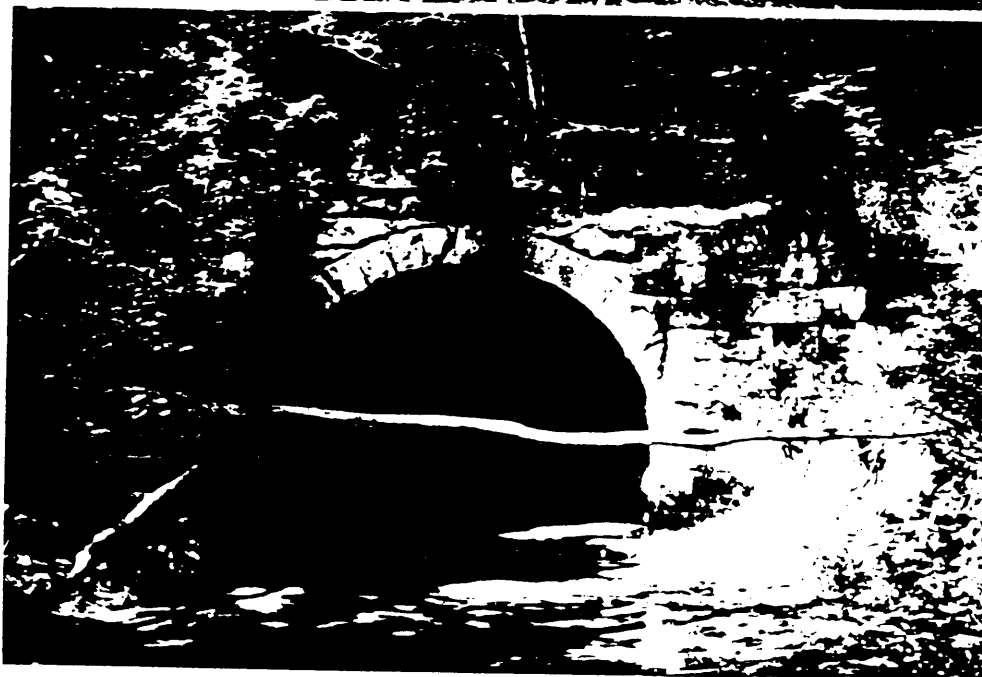
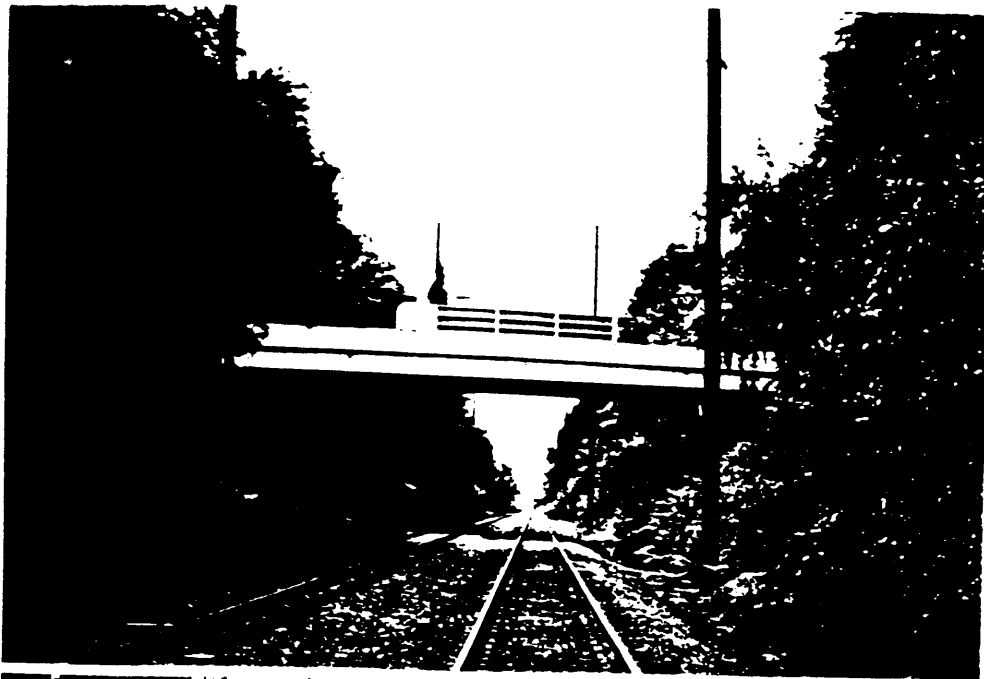
FAIRVIEW CHURCH RD.



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 16.32  
STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 15.42  
STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 15.91  
CINDER RD.



ENOLA BRANCH, PA

RDBR 20 - 1323

OH 16.75

RAWLINGSVILLE ROAD

ENOLA BRANCH, PA

RDBR 20 - 1323

OH 17.12

SAWMILL ROAD

ENOLA BRANCH, PA

RDBR 20 - 1323

UG 17.56

STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 18.08  
HOLLOW ROAD

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 18.11  
STREAM

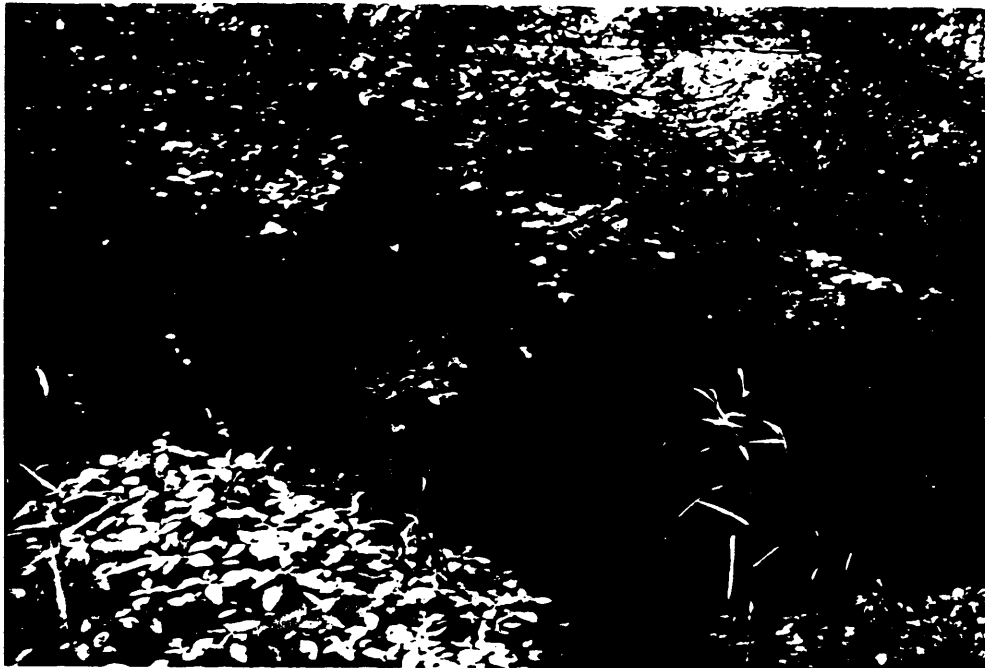
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 18.50  
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 18.69  
SAWMILL RD.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 19.03  
ROAD & STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 19.48  
RTE 272 & STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 19.61  
LR 36025 - RTE. 272

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 20.15  
STREAM

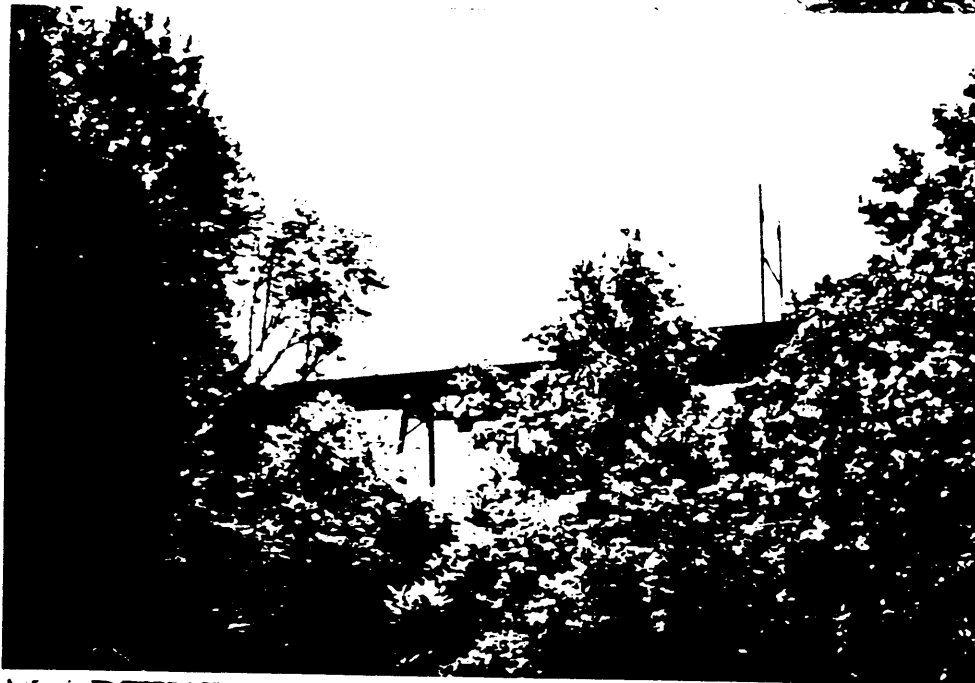
ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 20.51  
RAWLINSVILLE RD.



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 20.72  
STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 21.02  
SIGMUN RD.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 21.54  
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 23.04  
RTE. 324

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 23.75  
PEQUEA CREEK & ROAD

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ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 23.75  
PEQUEA CREEK & ROAD



ENOLA BRANCH, PA  
RDBR 20 - 1323  
OH 24.26  
COLEMANSVILLE RD.

ENOLA BRANCH, PA  
RDER 20 - 1323  
OH 26.64  
CONESTOGA RIVER RD.

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 24.40  
STREAM

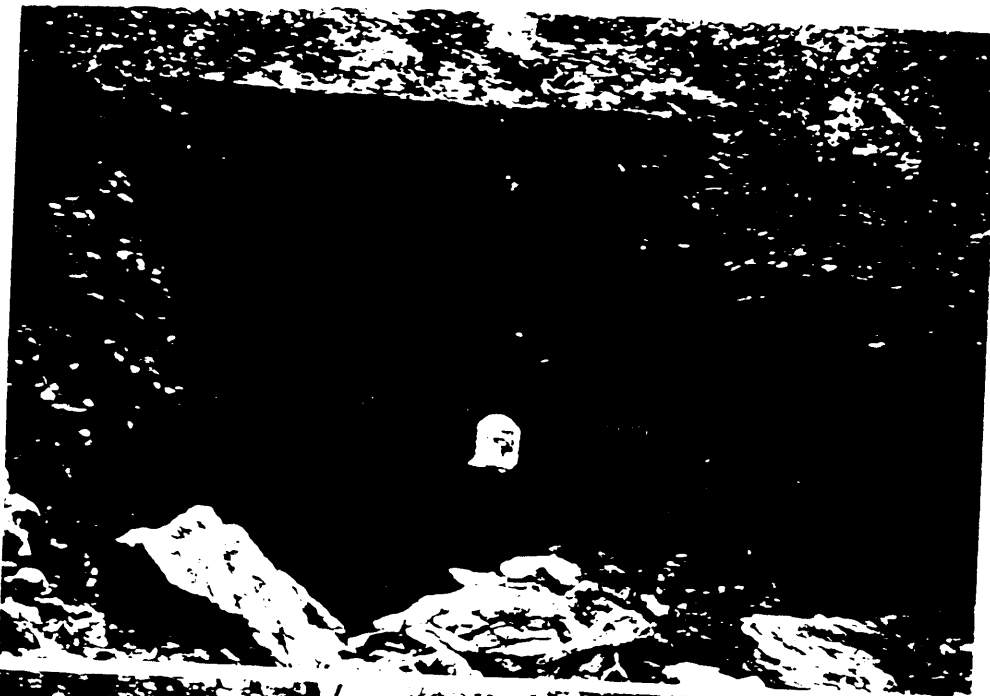


ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 24.98  
STREAM

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 25.34  
STREAM

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ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 25.73  
SHENKS RD.



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 26.33  
BOATMAN RUN

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 26.52  
OARDNERS RUN

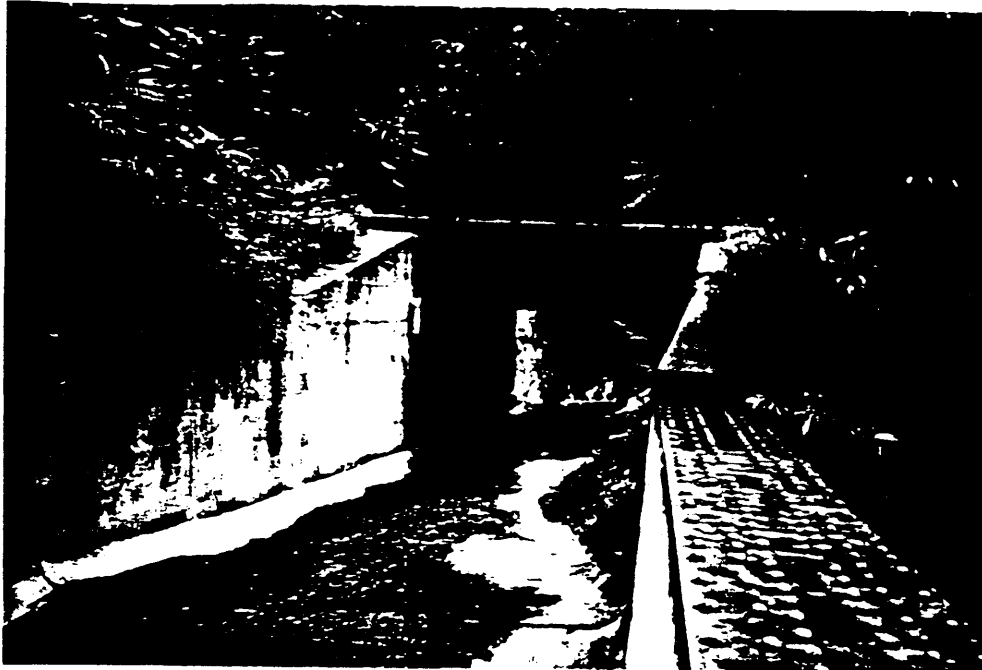
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 27.00  
STREAM



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 27.36  
CONESTOGA CREEK

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 28.15  
SILT TUNNEL (BRICKED UP)

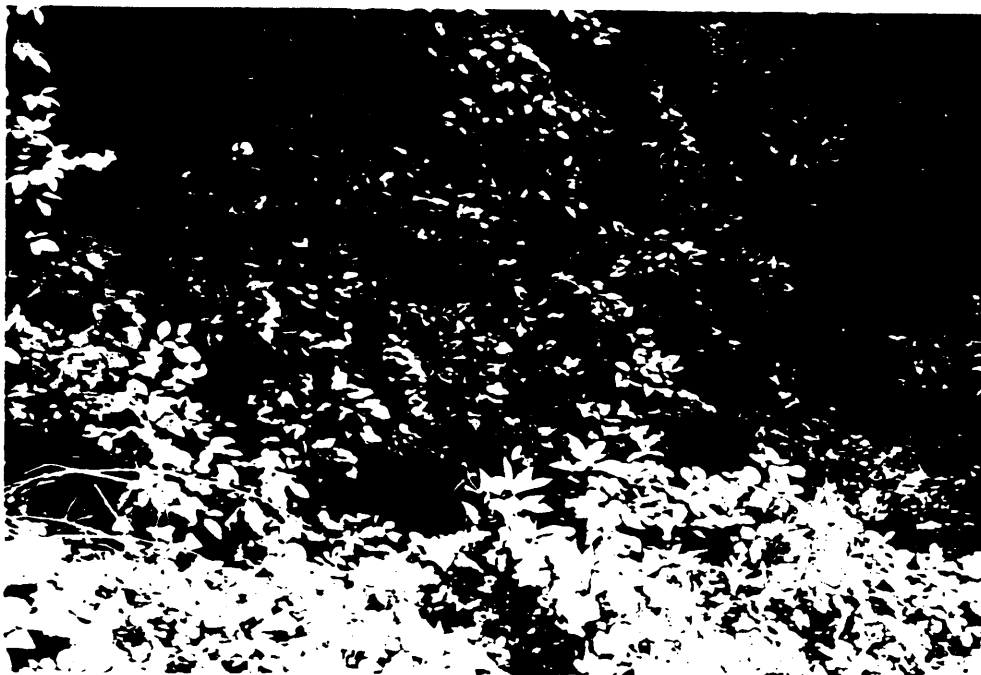
ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 29.58  
FREYS RUN



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 30.15  
ESHLEMAN'S RUN

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 31.16  
MANN'S RUN

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 30.05  
STREAM & ROAD



ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 33.13  
PORT ROAD BRANCH

ENOLA BRANCH, PA  
RDBR 20 - 1323  
UG 33.25  
STREAM



# THE Keystone

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THE ATGLEN & SUSQUEHANNA: LANCASTER COUNTY'S LOW GRADE  
100 YEARS AGO ON THE PENNSYLVANIA RAILROAD SYSTEM — 1894  
THE PANHANDLE DIVISION: BRANCH LINES, PART III

## THE ATGLEN & SUSQUEHANNA:

By the beginning of the twentieth century, the Pennsylvania Railroad's territory, traffic levels and income had grown substantially since the company's founding. The traffic was putting severe strains on the system and the railroad would have to invest considerable amounts of capital for relief in strategic areas.

Lancaster County, Pennsylvania, was one such critical region. PRR trains headed east from Harrisburg had two routes through the western part of Lancaster County. The first, the Columbia Branch, followed the

Susquehanna River to its namesake town, where it left the river and climbed a steep grade to Mountville and continued on to Lancaster. There the Branch joined the other route, the main line, which, on its way to Lancaster, had climbed almost 200 feet in about seven miles from the Swatara Creek to a point near Elizabethtown. These grades limited train size or required the railroad to add costly helper engines.

Problems existed east of Lancaster, too. Both the main line west of Lan-

caster and the Columbia Branch had two tracks and the main line had four east of Lancaster. However, the Conestoga River bridge was only two tracks wide. When the railroad built the bridge it left protruding stones on the south side to mesh with a possible, but never pursued, expansion. At Gap the railroad had a 0.6% grade, compounded by sharp, speed-restricting curves. These and other problems led PRR President Alexander J. Cassatt to the solution of "an essentially new double-tracked railroad for freight only, from a connection with the main line and the Northern Central near Harrisburg on east to Philadelphia."

This solution was not a new one, as an earlier PRR president, J. Edgar Thomson, had a vision of a low-grade route stretching from the eastern seaboard to the midwest; the eastern Pennsylvania line would have been part of this bigger scheme.

Keeping such an extensive enterprise concealed was impossible. By late 1902 a report in the *Lancaster Inquirer* described the route as following the west shore of the Susquehanna from the new yards at Fairview (Enola Yard) to a new bridge at Shocks Mill, continuing along the east shore to Creswell, where it would start an easy grade to cross southern Lancaster County. The newspaper projected that contractor H. S. Kerbaugh would soon start work near York Haven on the west shore in York County and Shocks Mill in Lancaster County and would employ 1,000 men and 150 horses.

In southern Lancaster County the line would cross, from east to west, Sadsbury, Bart, Eden, Providence, Martic and Conestoga Townships. Work would start at Quarryville and proceed east and west from there. To secure the route, right-of-way men started visiting local farmers early in 1903 to obtain releases. Naturally, some resisted, but the PRR ultimately prevailed.



The new PRR bridge crossing the Susquehanna River at Shocks Mills, Pa., on the new low grade line. Postcard view showing a Pennsy construction train headed by a Consolidation, on the York County (west bank of river) side. Note the narrow-gauge locomotive and cars to the right. At the upper right, a short, curved, arched span bridges the Codorus Creek. Postcard view, from an L. B. Herr print.

(James J. D. Lynch, Jr. collection)



PRR class M(B3) 0-6-0 #1260 construction locomotive pauses in front of a pile of quarried stones destined for the Shocks Mill Bridge.

(author's collection)

# LANCASTER COUNTY'S LOW GRADE

Some credit (or blame, depending on your point of view) for the route has to go to the PRR's Chief Engineer, William H. Brown. Born in southern Lancaster County, Brown got his start by running trial surveys on the narrow-gauge Lancaster, Oxford and Southern, near his home. After working on the U.S. military railroads at the start of the Civil War, he moved on to the PRR, staying there 44 years, 36 of them as Chief. He worked on many large PRR projects and often encountered the railroad counsel, who would warn him not to do some act because of its questionable legality. He would reply, "But I have done it." Consequently, he became known as "the Supreme Court of The Pennsylvania Railroad Company."

Rockville Bridge, completed in 1902, is the best-known of Brown's projects. The low-grade line across Lancaster County was Brown's last task, as he reached the PRR's mandatory retirement age of 70 in 1906, before the line's completion.

One of the first places work started was on Shocks Mill Bridge, which would cross the Susquehanna River. Work began on Dec. 3, 1902 and by May 1903 workers were building about one pier a week. (They started the first abutment on March 16, 1903 and the first pier on April 26, 1903.) The quickest pier went up in five days, three hours. When H. S. Kerbaugh Co. completed the bridge in the autumn of 1904 it had 27 piers and 28 arches. The bridge was 2,221 feet long, with the top of the coping 61 feet above low water and the keystones 54 feet above the same mark. Sixty thousand cubic yards of masonry went into the bridge. Into the valleys over the piers went sandy loam on the Lancaster County side and stone ballast on the York County side. First estimates called for two years to complete building the bridge. How-

ever, Kerbaugh finished about three months sooner, impressive considering the company had to suspend work for 121 days during the summer of 1903 because of high water. Construction was not without its human cost; there were injuries from premature explosions and at least one drowning.

Also, during 1903's summer a potential legal problem surfaced. In July four rafts loaded with lumber came down the Susquehanna and collided with a coffer dam around one of the

bridge piers. The rafts had their lumber loads smashed, but crewman thrown overboard made it safely to Wrightsville. The raftmen wanted the Commonwealth of Pennsylvania to intervene and make the railroad remove one pier to form a safe passageway through the area. However, with William H. Brown, "the Supreme Court of the PRR," in charge, guess who won.

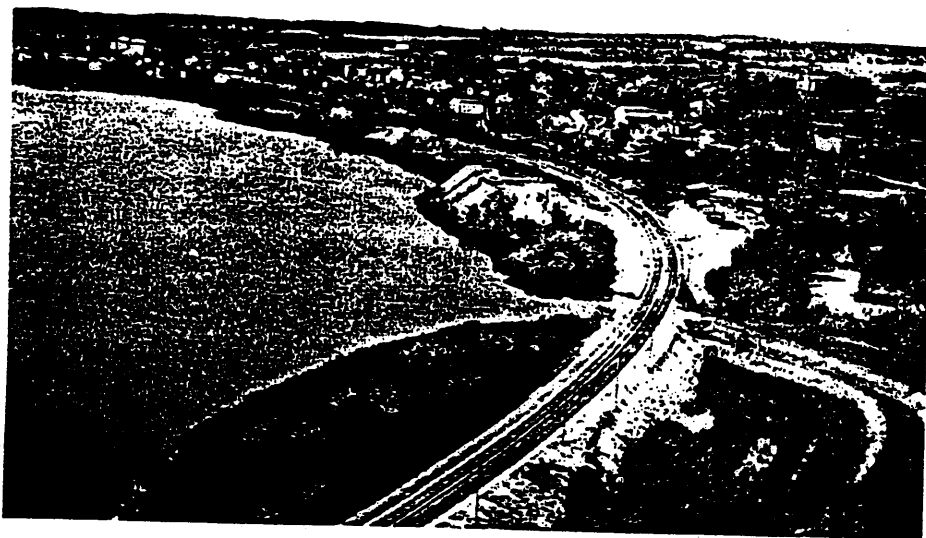
Close by, on the York County side, Kerbaugh built another, smaller bridge over the Codorus Creek. Workers began the bridge in the autumn of 1903 and finished it in the spring of 1904. The bridge, which consumed 12,000 cubic yards of ma-



A crowd gathers in the "Big Cut", east of Quarryville on July 27, 1906 for the A&S's Silver Spike Ceremony. George W. Hensel, Jr., a Quarryville merchant (in the center, wearing a white shirt), drove the last spike and Anna Acheson, (to the left, wearing a white blouse), daughter of an assistant construction supervisor, dedicated the line. (Lancaster New Era newspaper)



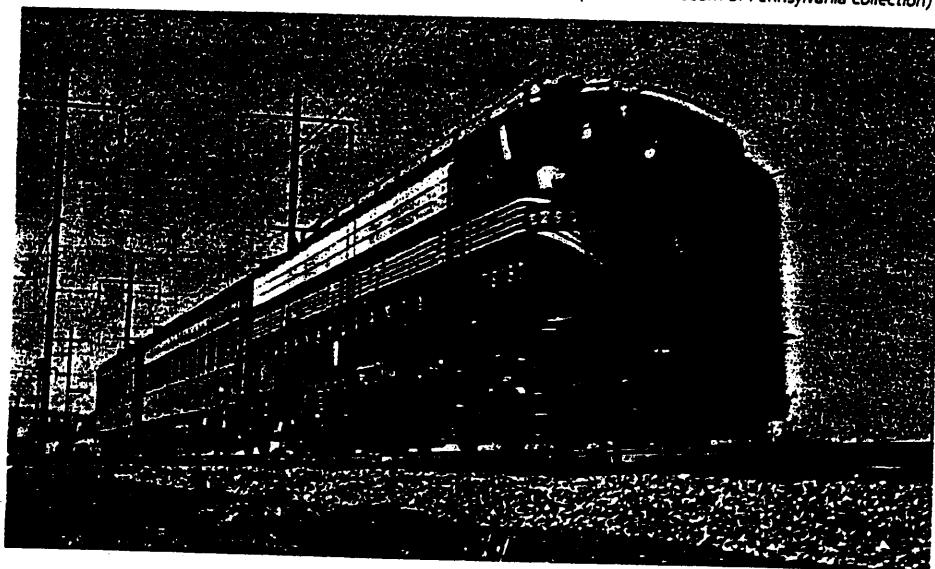
An 0-6-0 construction locomotive, owned by H. S. Kerbaugh, and crew. (Tom King collection)



◀ This view, from a postcard, is looking from Chickies Rock towards Marietta. The A&S curves through slag piles, whose centers went for fill on the Shocks Mill bridge approaches. (author's collection)



By following a tangent between two hills, the A&S cut off part of the Susquehanna River, forming Kerbaugh Lake. Flooding in 1936 cut off the line near both shores, creating an island of what remained. To prevent a recurrence, the PRR, after WWII, filled in the lake with dirt and rubbish, much of which came from Altoona. The Columbia Branch followed the base of the hills until the railroad abandoned it. (Railroad Museum of Pennsylvania collection)



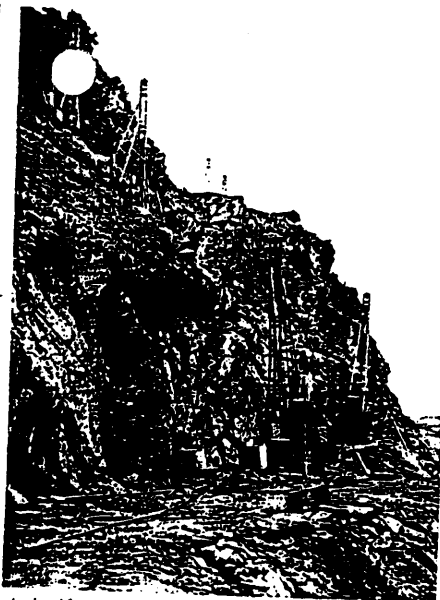
sonry, had six arches, with the key-stones 43'-6" and the bridge top 50'-6" above low water. Both the Codorus and Shocks Mill Bridges were similar in appearance to the much better known and more easily accessed Rockville Bridge.

To build the line in York County, the PRR faced legal problems, besides physical ones; the railroad's charter did not allow it to build in York County. To overcome this, the company established a railroad, the York Haven and Rowenna Railroad Company, to run between its namesake towns and the railroad lines of subsidiary Northern Central and the Columbia Branch. After the construction crews finished the six miles of railroad, the PRR rolled it and its \$100,000 in stock securities into the PRR system by buying it on Dec. 27, 1905.

Near York Haven, at Wago Junction, the line connected with the Northern Central, on whose tracks (newly expanded from two to four) trains ran the rest of the way to Enola Yard. The PRR and three subsidiaries (Northern Central, Cumberland Valley and Philadelphia & Erie) each chipped in one quarter of Enola's estimated cost of \$7,000,000. Contractors finished the yard and it went into operation in 1905. When service started, Enola's initial storage capacity was reportedly 20,000 cars, but its final capacity was to be over 50,000.

On the Lancaster County side, Kerbaugh faced a considerable physical challenge. The contractor had to build a bridge approach more than a mile long. The approach was a fill that grew to 36 feet in height at the bridge and was uniformly 40 feet wide. To supply fill material, Kerbaugh turned to the Vesta iron furnace's cinder banks a few miles downstream at Marietta. The contractor used a temporary narrow-gauge rail-

◀ PRR inspection train, west of Quarryville, A&S Branch. November 1952. (Walter F. Minnich, Jr. photo)



A half-dozen steam-powered drills chip away at a hillside along the Susquehanna between Turkey Hill and Shenks Ferry, where the A&S would swing away from the river.  
(Tom King collection)

road to move the cinders from the furnace site to where crews were building the approach. While Shocks Mill Bridge catches the eye, the approaches' cost was \$600,000, \$200,000 more than the bridge itself.

While Kerbaugh was tackling Shocks Mills Bridge in 1903, other construction companies were busy in southern Lancaster County. Ryan & Kelley had their headquarters at Strohm's Mill, while Sims & Company's base was at Safe Harbor. John Shields Company and McManus Company headed in opposite directions out of Quarryville. Together these companies had over 3,000 men working.

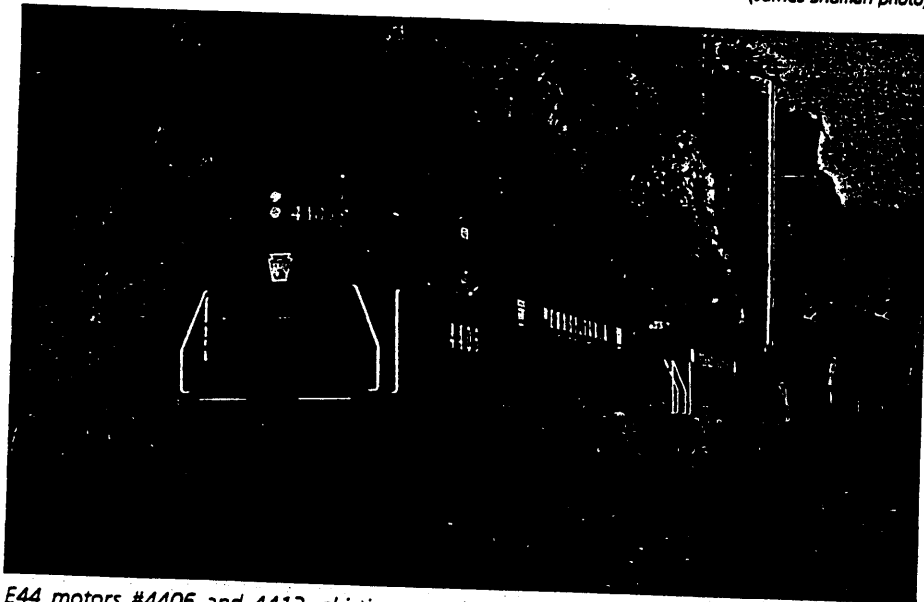
Steam shovels could not make fast enough progress in the rocky terrain around Safe Harbor. To speed up work, Contractor Sims wanted to use explosives that, unfortunately, had the potential to rain rocks on the Port Road's tracks below. On June 20, 1903, the PRR closed the Port Road between Creswell and Safe Harbor as a safety precaution. Turnaround trains continued to use the Port Road south from Columbia to Creswell and north from Perryville, Md. to Safe Harbor. Still, the railroad had to temporarily transfer five freight crews from Columbia to Baltimore.

In the autumn of 1903, the PRR



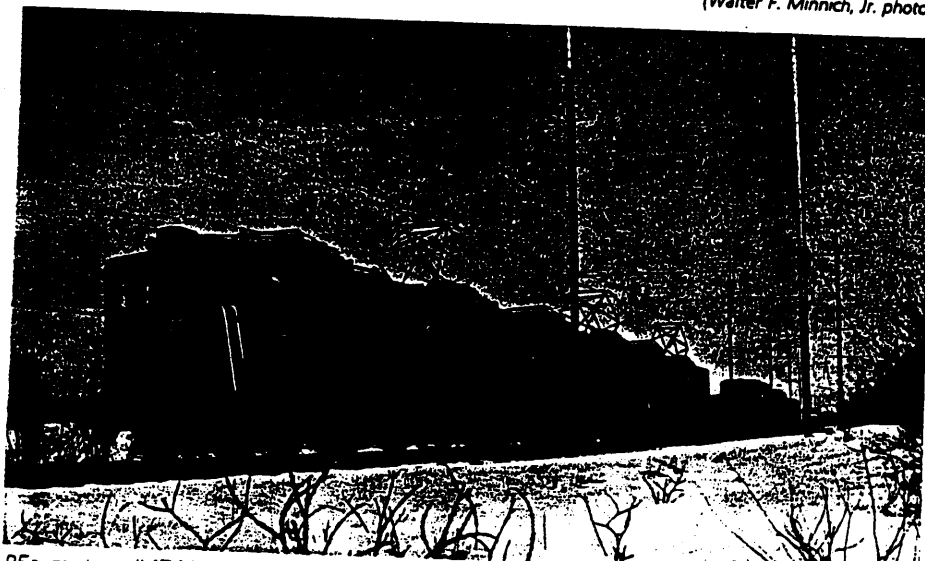
Snapper FF2 #1 on the A&S Branch. January 25, 1958.

(James Shuman photo)



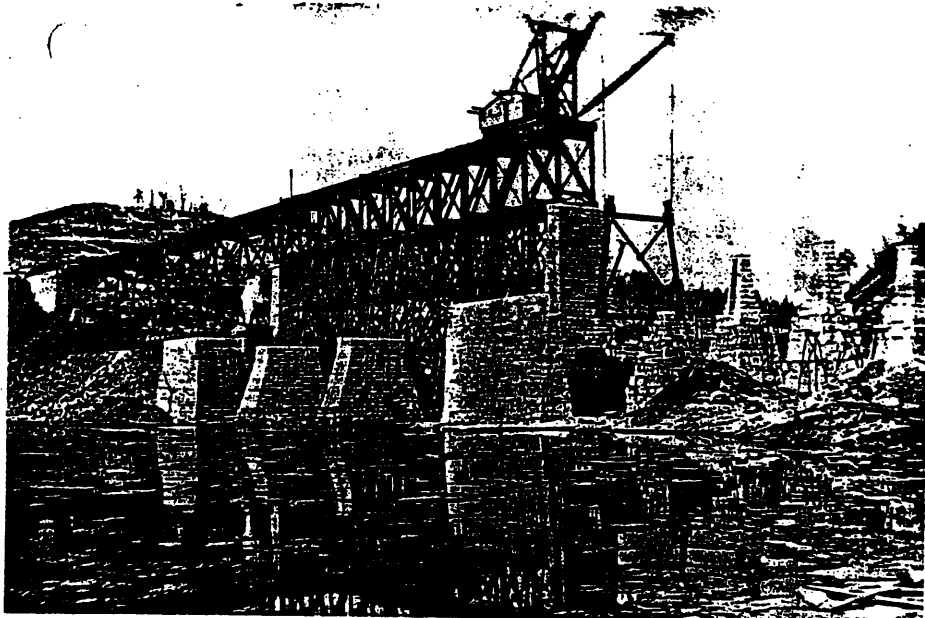
E44 motors #4406 and 4413, skirting a rocky hillside west of Safe Harbor, Pa., with a westbound ore train. April 1962.

(Walter F. Minnich, Jr. photo)

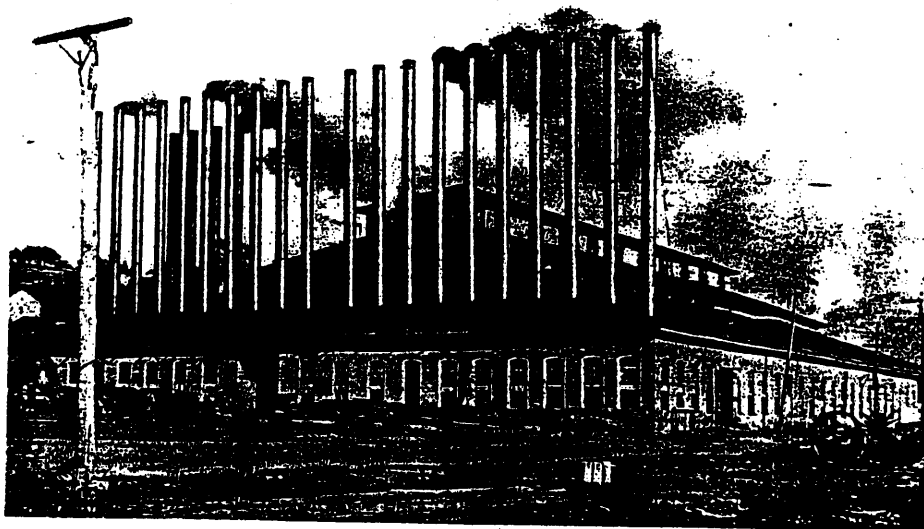


P5a motors #4741, 4711 and 4742 and freight consist, near Quarryville, Pa., February 1964.

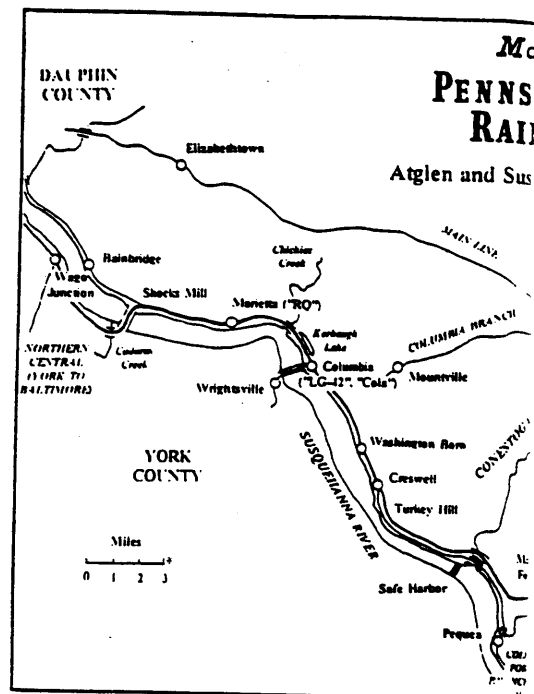
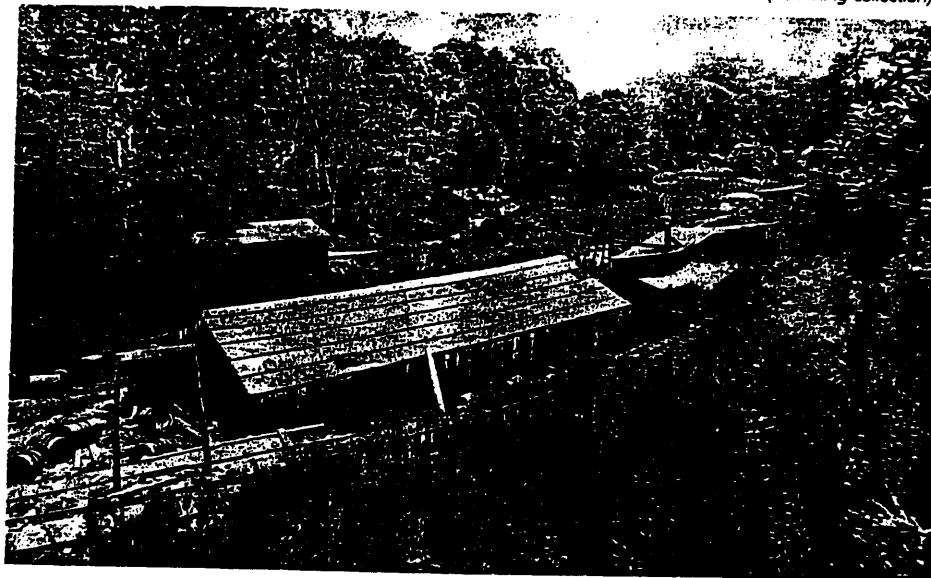
(Walter F. Minnich, Jr. photo)



A crane lowers another section into position on the A&S bridge spanning the Conestoga River where it empties into the Susquehanna at Safe Harbor. (Tom King collection)



To supply compressed air for tools, the local contractor turned the abandoned Safe Harbor rolling mill into a powerhouse. Under each of these 20 stacks was one boiler, each supplying steam to operate an air compressor. (Tom King collection)



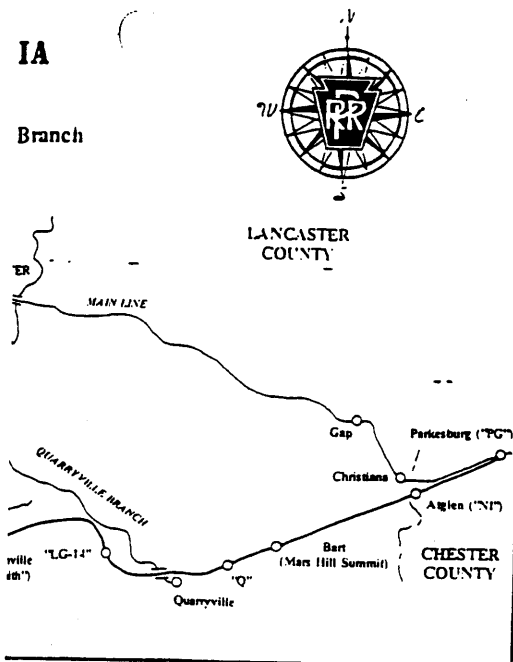
stopped work on the Low Grade. One explanation was that the delay in completing Shocks Mill Bridge prevented the line from being useful to the railroad in 1903, so the company decided to wait until 1904 to continue work. Another explanation was that a Chester County judge ruled that the PRR had no authority to build and had to stop. With William H. Brown, "the Supreme Court of the PRR," in charge, guess who won.

1904 did not open auspiciously. In March ice broke up on the Susquehanna and created jams throughout its length in western Lancaster County. The PRR and Kerbaugh pulled men off the Low Grade construction and put 3,000 to work opening the line between Columbia and Harrisburg. Along with six steam shovels, they attacked the ice (30 feet deep in spots) that covered the railroad. The PRR brought in incredible amounts of food to feed the workers around Bainbridge: 2,250 loaves of bread, 30 hams, two beeves, six hogs, 250 lbs. of coffee, an equal amount of sugar and 30 gallons of milk *per day*, for about nine days. The ice also damaged the Shocks Mill Bridge, requiring later repairs.

◀ This was a typical dynamite manufacturing facility along the A&S. If an explosion occurred, fatalities and damage would be minimized because of the isolated locations. (Tom King collection)

IA

Branch



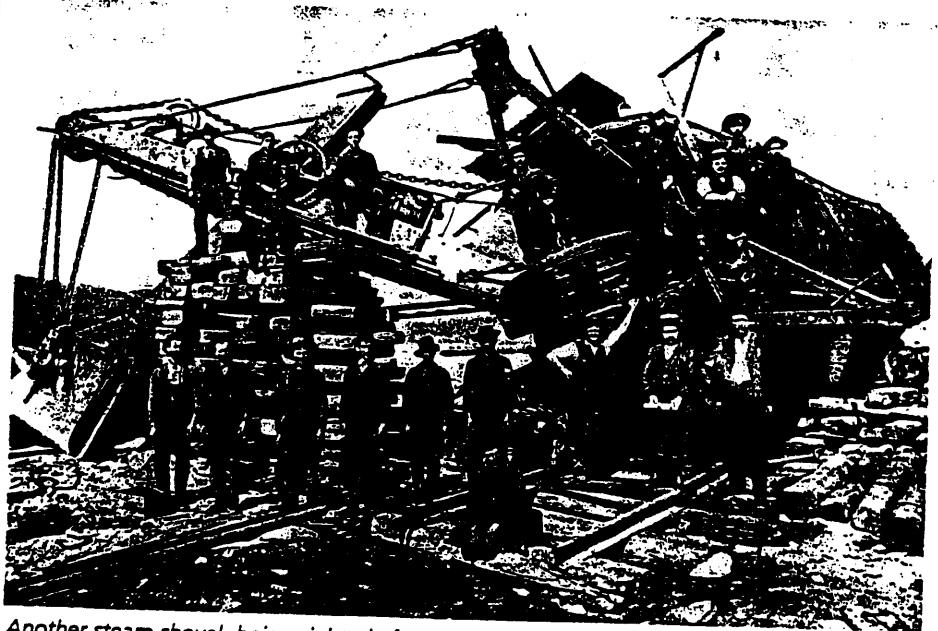
1904 also saw the start of preparatory work for an even larger project that would capture not only Lancaster Countians' imaginations, as the Low Grade had, but that of all Americans - the Panama Canal. The Canal would end up taking almost three times as long and cost about 19 times as much as the A&S.

1905 did not start any better. On January 5, 1905, steam pipes used to keep Sims & Co. dynamite dry in Christiana overheated and caused an explosion that destroyed the storage building. The 40 cases (one ton) of dynamite exploding reportedly damaged every house in town and caused an estimated \$25,000 to \$30,000 in property damage. The explosive force leveled a commercial greenhouse and lifted lathes and drills off their foundations at the Christiana Machine Company.

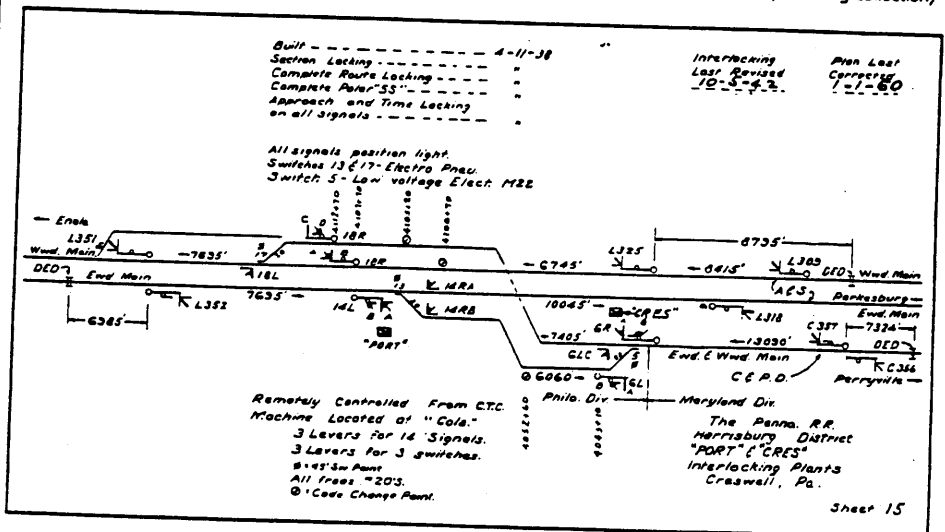
On February 10, 1905, a special train, with General Manager William W. Atterbury and Philadelphia Division Superintendent W. B. McCaleb aboard, stopped in Columbia so the entourage on board might examine the Columbia Yard. The two had ventured from Philadelphia in an attempt to break up congestion that had 30,000 cars tied up between Jersey City and Pittsburgh, with the worst bottleneck being the Philadelphia Division. The congestion and resulting inspection trip stressed how

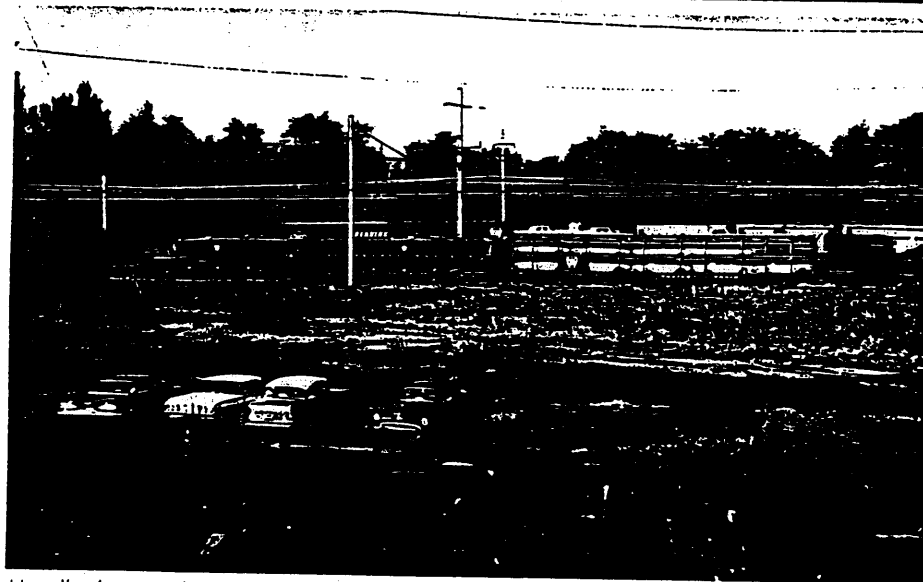


Marion Shovel Model 20, #102, owned by H. S. Kerbaugh, at work on the Low Grade. (Tom King collection)



Another steam shovel, being righted after a mishap. (Tom King collection)





Heavily damaged P5a motors 4755 and 4722 arrive in Columbia behind a wreck train after a rear-end collision with another freight in August 1962 that left two dead.  
(James Shuman photos)



Cola Tower, A&S Branch, Columbia, Pa. View looking southward, August 1966.  
(James J. D. Lynch, Jr. photo)

badly the railroad needed the Low Grade.

Throughout the summer of 1905 work proceeded with an increasing human toll, as minor and major accidents happened regularly. Headlines such as "Peeked Out Pipe, Skull Crushed," "Blown Into Atoms His Awful Fate" and "Three More Killed On Railroad Work" were typical; these all appeared in a span of one week in May.

On July 17, PRR officials (including Atterbury) held a mysterious conference in Columbia on board his private car. The next day, before the train left for a trip down the Port Road, officials refused to talk. Speculation ran rampant, with most centering on the meeting being on the Low Grade. Some thought the PRR might expand its operations in Columbia by building new shops. Others were not as optimistic.

The summer of 1905 saw much blasting, especially along the river between Safe Harbor and Turkey Hill. On July 1 workers started drilling in a headland of rock about one-half mile west of Safe Harbor. Drilling finished a month later and work-



On January 11, 1965, 32 ore cars accor-dianed themselves in the "Big Cut". Here a Reading Company wrecker, borrowed by the PRR, works on the east end. Notice the worker on top of the catenary pole, placing a light so that work can continue into the night.

(Walter F. Minnich, Jr. photo)

ers started filling the holes with 225 tons of explosives. When the explosion went off (at what became known as Stigerwalts Cut) it dislodged about 240,000 cubic yards of material.

And the accidents continued: "Awful Fate of Six Men," "Four Men Torn to Shreds at Highville" and "Two Men Burned to Death at Safe Harbor." Again, all three accidents happened within a one-week span during late August and early September.

While almost all the Low Grade passed through tranquil townships, the PRR did have to contend with one boisterous borough - contentious Columbia. A special Borough Council meeting on May 6 resulted in a list of demands on the railroad. On August 2 there was a follow-up meeting, in which Council heard the original demands and the recommendations of an Advisory Committee. After much discussion, Council prepared a new list of seven demands that included subway or overhead road crossings, sewer improvements and a second deck for vehicular traffic on the Columbia-Wrightsville bridge.

While Columbia Council was debating, contractors were doing preliminary work in the town. One task was to tear down the railroad's brick warehouse at Walnut Street. The Baltimore and Susquehanna had erected the building as its passenger station in Columbia (for its line that crossed the Susquehanna to Wrightsville).

On September 21 the Columbia situation heated up when H. S. Kerbaugh workers started to excavate at the foot of Locust Street. This work prompted a visit from the Borough Council President and Borough Engineer, who then called for the railroad to halt work. The local PRR engineer agreed and temporarily stopped work on the dinkey (construction) tracks. Many unverified rumors circulated, but it appeared that the railroad would wait until contractors had finished more work on either side of the Borough.

In the autumn, workmen started stringing communication and signal wire along the route, starting at Mar-tic Forge and heading east. In the



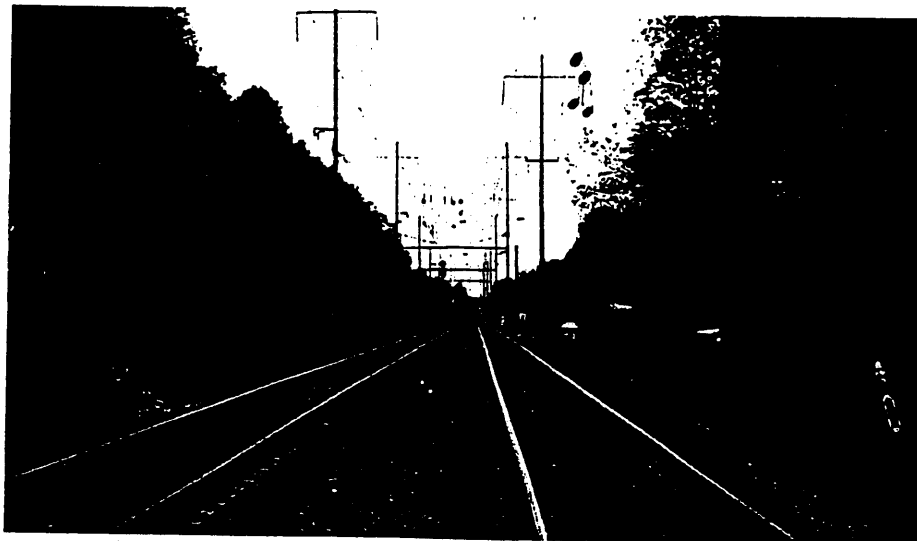
*Cly Tower, Cly, Pa., looking southward, August 1966.*

*(James J. D. Lynch, Jr. photo)*



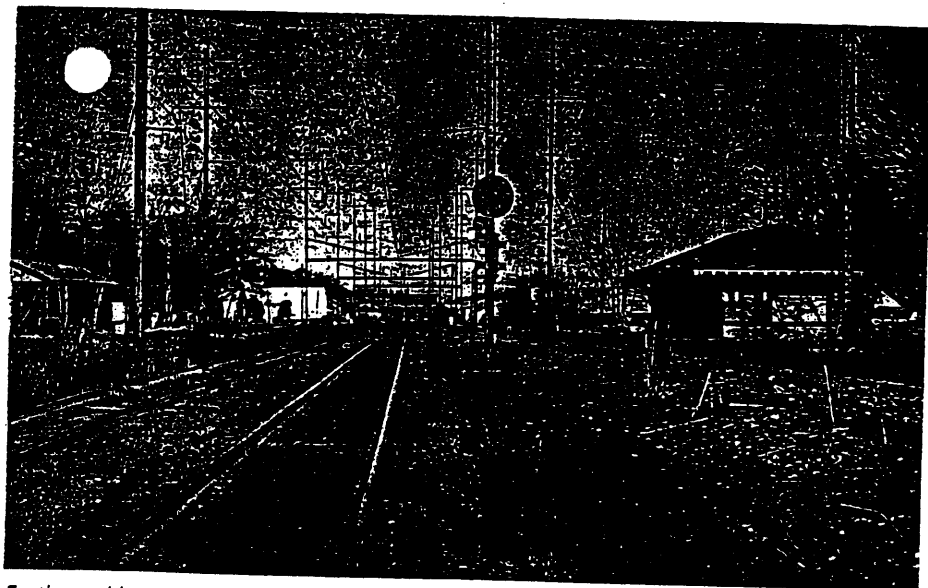
*Cly Tower, south and east elevations. Northward is to the right. May 31, 1976.*

*(James J. D. Lynch, Jr. photo)*



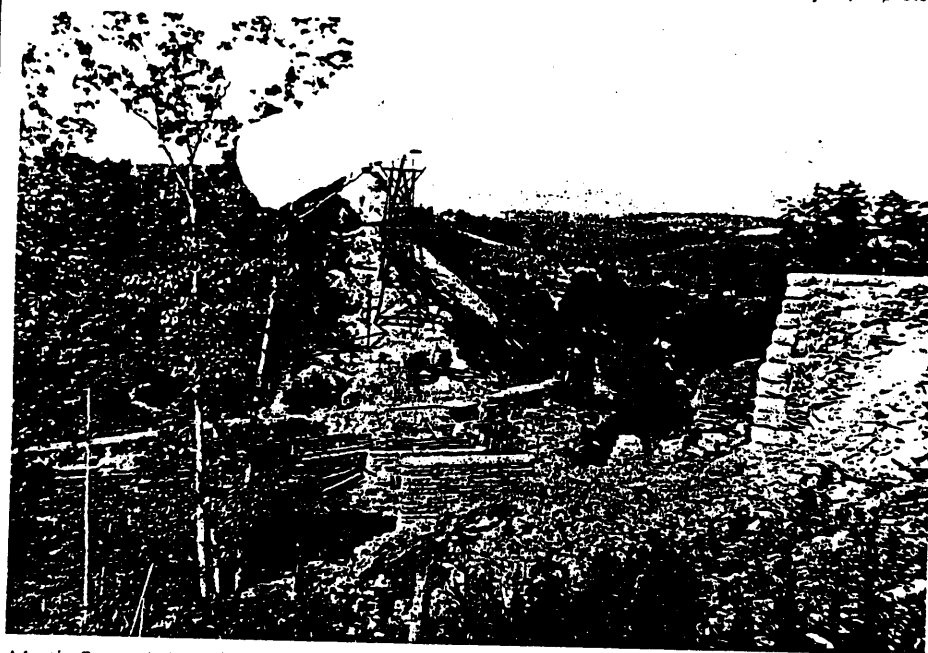
*Smith westbound home signal, emergency block station. A&S Branch, Smithville, Pa., June 3, 1973.*

*(James J. D. Lynch, Jr. photo)*



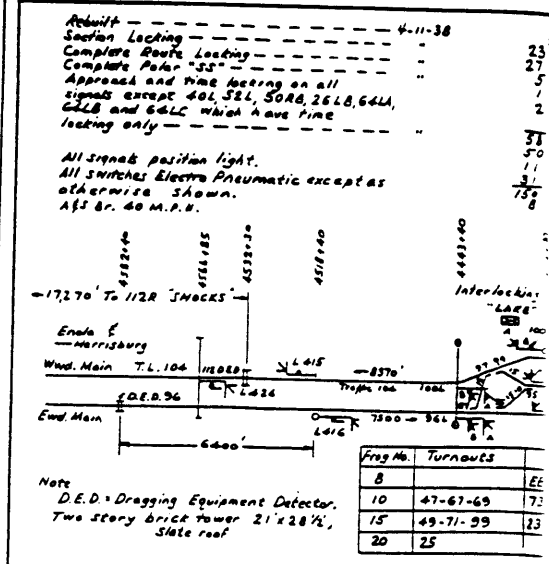
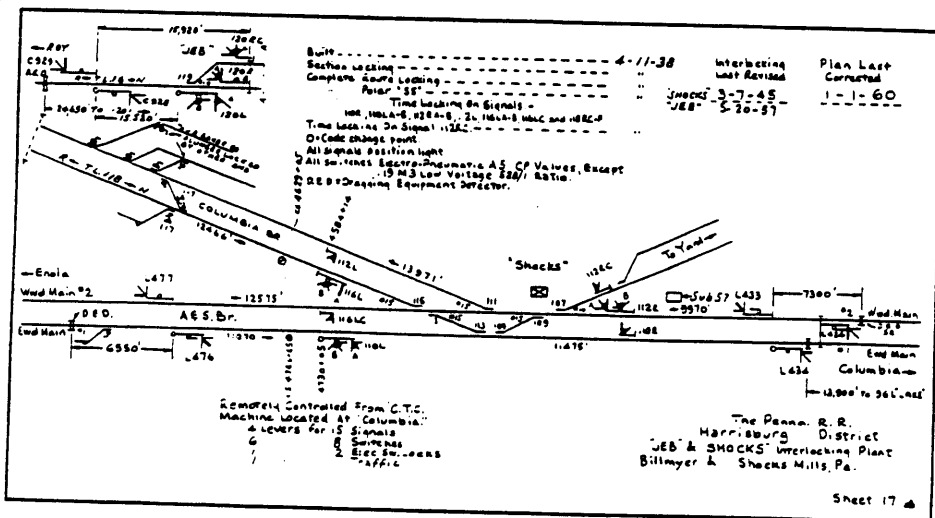
Eastbound home signal from the A&S Branch, Park Interlocking, Parkesburg, Pa.  
March 1976.

(James J. D. Lynch, Jr. photo)



Martic Forge bridge, spanning the Pequea Creek, seen in the early stages of construction.  
What is now River road curves by the far bridge pier.

(Tom King collection)



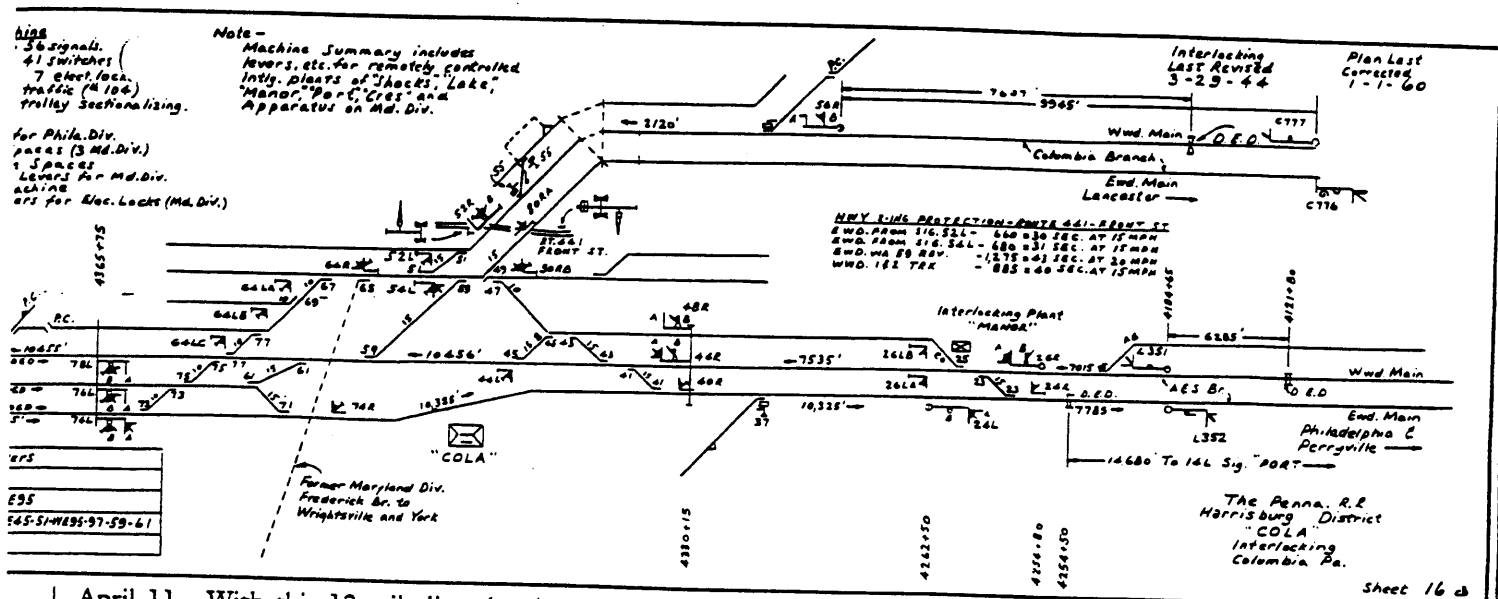
same season, the PRR's Philadelphia Superintendent made a statement justifying the railroad's need for the Low Grade: "The Philadelphia Division of the Pennsylvania railroad (sic) is growing so rapidly that soon, both in point of tonnage and mileage, it will be the largest railroad division in the entire world."

Columbia Borough Council passed an ordinance on November 1 that incorporated many of its earlier demands. However, as the work season was drawing to a close, the railroad did not feel a need to immediately challenge the ordinance.

Autumn also brought a smallpox outbreak in Conestoga Township. The Township's school board (organized as a health board) met with Kerbaugh officials, who agreed to put notices at their camps from Martic Forge to Washington Boro, ordering their men to get vaccinated. Company doctors performed the vaccinations, also offering this service to any poor people who came to the camps.

The railroad started 1906 by taking the water supply from a dozen residents at Creswell for the steam locomotives that would soon be running on the Low Grade. The railroad ordered Kerbaugh to build a tank to draw from a reservoir that would take almost all the water from a small creek near the small Turkey Hill community.

On a brighter note, the PRR opened a new low-grade freight line between Thorndale and Glen Loch on

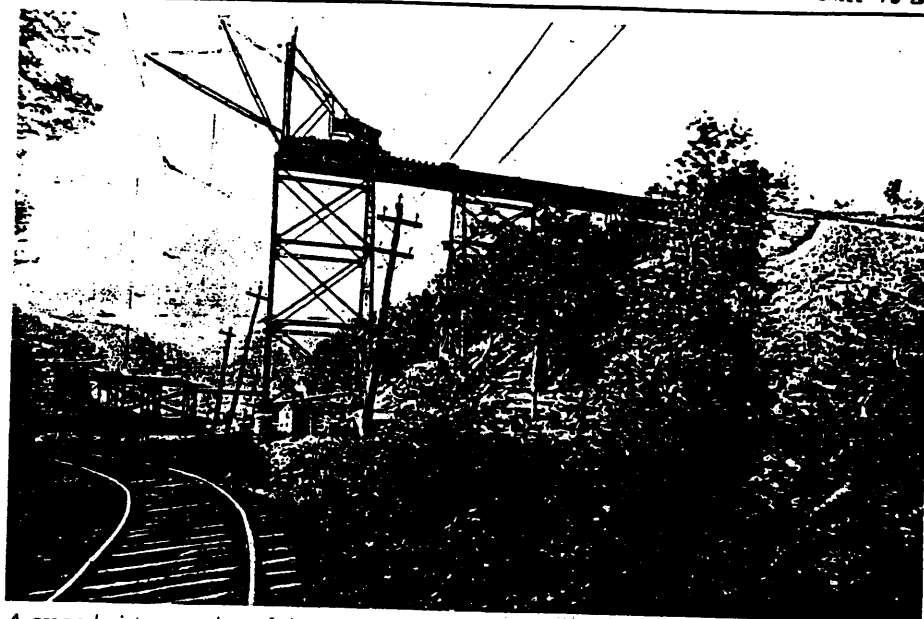


April 11. With this 12-mile line the PRR linked the Low Grade line through Lancaster County with the Trenton Cut-off, which bypassed Philadelphia to the north.

Back in Columbia, on June 5, J. F. Murray, Assistant Engineer of the PRR, met with Borough Council and asked what Council would do about the railroad ordinance. The railroad would not make any more concessions and Council moved to stop negotiations.

On June 9 one of the worst accidents during the Low Grade construction happened a mile and a half from Pequea, when explosions of unknown origin destroyed a dynamite factory owned by G. R. McAbee Powder and Oil Company of Pittsburgh. At 12:40 p.m., 2,500 pounds of dynamite exploded in the punching house, where workers filled paper shells with the explosives. Seven minutes later, one ton of nitroglycerine stored in a nearby building went up. Eleven men died. Relatives could identify only one, and the remains of the others, found thrown over a half mile radius, went into a common casket for burial.

Despite all the accidents, work was fast coming to an end, but the Columbia problem remained. The railroad forced the issue by extending the tracks across Locust Street on the morning of June 18. The PRR's logic was that it had bought the right-of-way from the Philadelphia and Reading over Locust Street and this gave it



*A crane hoists a section of the Martic Forge bridge into place. The trolley tracks belong to the line running between Millersville and Pequea.*  
(Tom King collection)



*Dinky locomotives and steam shovels at work in an A&S cut.*

the right to lay the track. Council disagreed and directed town workers to remove the tracks and to get help from the fire companies if needed. Soon fire bells rang and factory whistles blew to summon the fire companies. The railroad ran a train back and forth over the new track to protect it. To stop the engine, firemen sprayed the crew with water, until another passing train severed the hose. Firemen immediately dug a trench under the tracks for a replacement hose and resumed spraying.

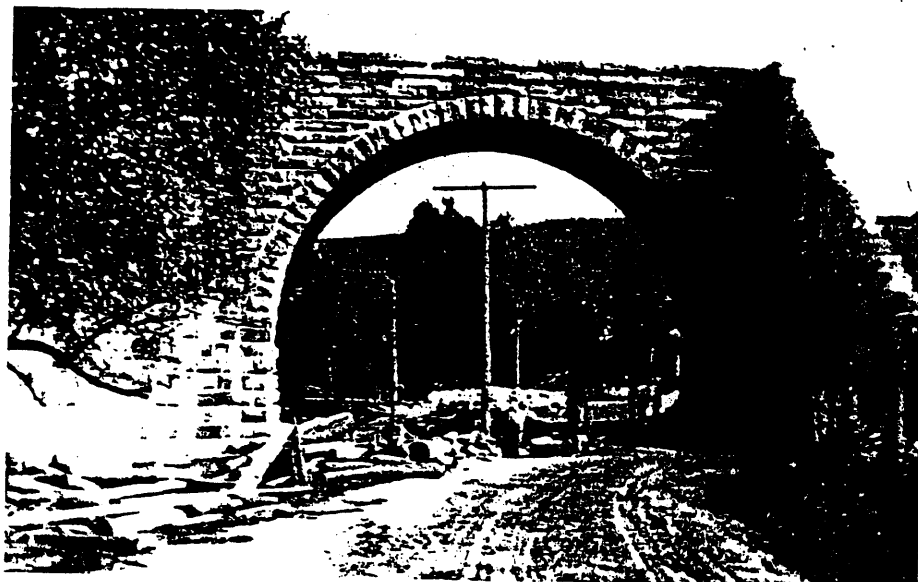
Several thousand citizens soon began tearing up the track, despite a heavy rain. The railroad ordered their workers away about the same time the sheriff arrived with an injunction against interfering with the railroad.

Late that night, Borough officials obtained an injunction, preventing the railroad from re-laying the track. With the various injunctions in place, stalemate resulted. But, although William H. Brown, the PRR's Supreme Court, was retired, he had like-minded successors and, so, guess who won.

Ultimately, the Low Grade made it through Columbia and all the various segments began linking together. The last part finished was the "Deep Cut" near Quarryville, where the John Shields Construction Company worked a year blasting and digging through hundreds of feet of almost solid rock to a depth of 90 feet.

The railroad held the dedication ceremony in this cut on July 27, 1906. John Hendrie, a superintendent for Shields, was the master of ceremony. At noon George W. Hensel, Jr., a prominent Quarryville merchant, swung a silver-plated hammer and, with three blows, drove in the silver spike. Hensel's father presided over a similar ceremony in May 1875 when the Lancaster and Reading Narrow Gauge Railroad reached Quarryville.

The ceremony's highlight came when Miss Anna Acheson, daughter of J. R. L. Acheson, an assistant superintendent of construction, broke a bottle of champagne over the rail and declared, "I dedicate this enterprise to the uses of humanity and to the glori-



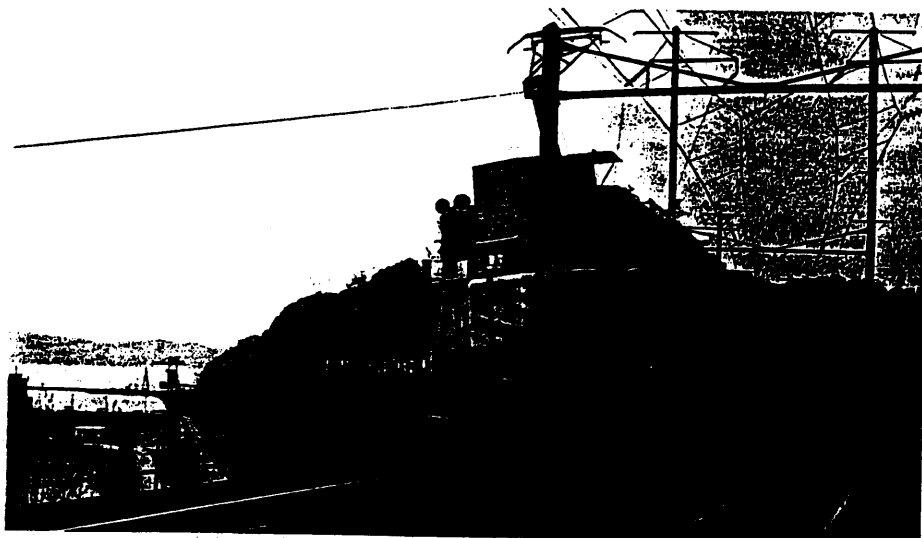
*Just-completed 60-foot arch, near Atglen, Pa.*

*(author's collection)*



*Conrail Mail Train #9, led by newly-arrived GE B23-7 units #1913 and 1914, westbound on the A&S near Creswell, Pa. May 7, 1978. Note the keystone over the concrete building's door.*

*(author's photo)*



*One-of-a-kind EMD motor demonstrator #1975 on Conrail PF-6 crosses the Safe Harbor bridge on the A&S. May 7, 1978.*

*(author's photo)*



After a contractor built a stone arch bridge, workers would bring train loads of fill in to build up the approaches. (author's collection)



Conrail E44 motors 4408, 4400 and 4412 with an eastbound freight, crossing Martic Forge Bridge. July 2, 1978. (author's photo)



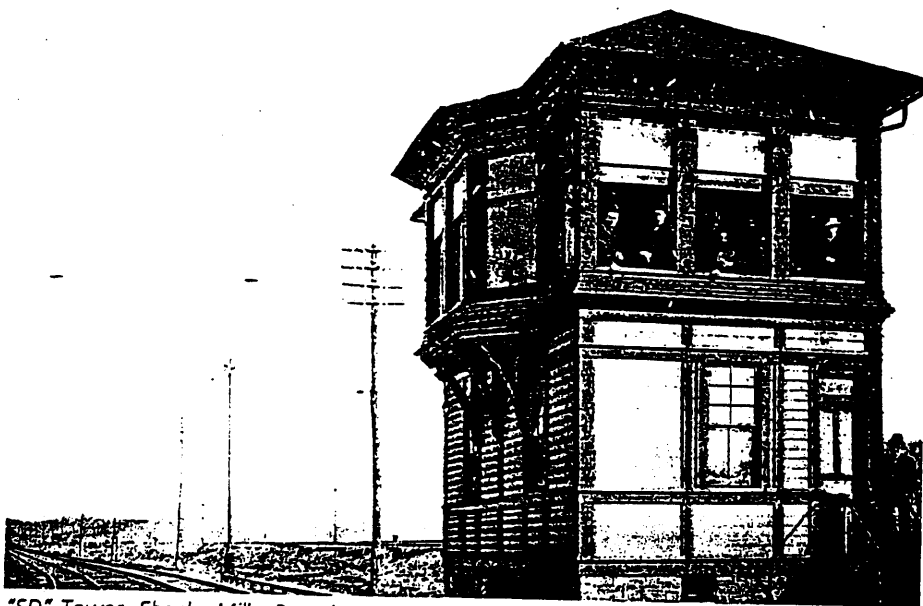
fication of God's chosen country - the lower end of Lancaster County."

Finally, after over three-and-a-half years, \$19.5 million, and reportedly more than 200 lives lost, the Pennsy had its freight bypass through Lancaster County. The railroad named the line the "Atglen and Susquehanna Branch," but crews and local people would abbreviate it "the A&S" or call it the "Low Grade."

What did the railroad get for its investment? The A&S had two tracks over its 50.6 miles (close to the length of the Panama Canal), from Parkesburg to Wago Junction. Eastbound the ruling grade was only 0.3%, half the main line's, while westbound it was 0.6%. Where the ruling grades were (from near Washington Boro to Atglen) there were no grade crossings for engineers to worry about encountering cars or wagons. Divided into 11 sections, the A&S was reportedly the first long route of steam railroad controlled by telephone. These telephones were at 40 locations, spaced apart (on average) 1.26 miles. There were eight train-order offices (or block stations) on the A&S where operators could switch trains from one track to the other and give them train orders from the dispatcher in Columbia: from east to west, Parkesburg (M.P. 0.0, "PG"), Atglen (M.P. 3.2, "NI"), Quarryville (M.P. 10.8, "Q"), Shenks Ferry (M.P. 22.0, "SF"), Creswell (M.P. 33.3, "CO"), Columbia (M.P. 37.7, "LG-42"), Marietta (M.P. 42.1, "RQ"), and Wago Junction (M.P. 50.6).

Notice that the one tower in Columbia was called "LG-42." The "LG" represents "Low Grade;" the railroad assigned the designation LG and a number to key points on the A&S. For example, at "LG-14," west of Quarryville, there was a manually-operated crossover from one track to the other. The "LG" is not the milepost marker. There are separate milepost markers (white, cast-iron, vertical posts marked with the milepost number) along the A&S. Addition-

◀ A Conrail eastbound freight on the massive Safe Harbor bridge in April 1986. (Robert Kise photo)



"SD" Tower, Shocks Mills, Pa., circa 1910-1912. The A&S Branch is in front of the tower; the Columbia Branch is to the rear. Geographic south (bay) and east (right) elevations.  
(James J. D. Lynch, Jr. collection)



"LG-41" Tower stood at the foot of Locust St. in Columbia, Pa., near M.P. 41 on the A&S. To the left of the tower is a marker which indicates the start of the Columbia & Port Deposit, owned by the Philadelphia, Baltimore & Washington, in turn owned by the PRR.  
(Tom King collection)

ally, the signals are marked with numbers such as "L71," which relate to the mileposts (or miles from Parkesburg). Here the "L" also stands for "Low Grade" and the "71" represents the milepost times ten (or milepost 7.1). Odd-numbered signals are for the westbound track, even ones for the eastbound.

Despite all the A&S's advantages, the railroad now owned a route that had many cuts (prone to landslides) and fills (subject to washouts). To guard against these natural disasters,

the PRR built 11 watchboxes, staffed round-the-clock, where employees could start patrols to check track conditions and phone the dispatcher to halt trains if there were problems. The watchbox names ran from the ordinary (Mann's Run) to the colorful (Buzzard Rock and Crow's Head). The route also had three major stone bridges (Codus, Shocks Mill and Chickies), two major steel ones (Safe Harbor and Martie Forge), and various culverts, underpasses and overhead road bridges that required main-

tenance. When the PRR built the A&S, labor rates were low, but as time passed, labor costs for maintenance became increasingly significant.

Soon after the dedication, the railroad started to run freights over the A&S and provide relief to the main line. On August 23, 1906, the railroad ran a special so that General Manager Atterbury and other railroad officials could inspect the new route. Unfortunately (near Buzzard's Rock), west of Safe Harbor, the special struck and killed a track worker, the first to die on the new line.

With the A&S open, the PRR finally opened the Port Road up for regular service on August 1, 1906. The railroad had wanted to open it four weeks earlier, but a storm loosened rocks and carried stone walls away. Travelers would find a railroad much changed between Washington Boro and Shens Ferry. To accommodate the A&S, contractors filled in much of the previously-existing raft channel and moved the Port Road onto this new fill.

The A&S's opening had a great effect on Columbia. The railroad announced that it was breaking up 39 Columbia-based crews, with some members going to Enola for work on the A&S, while others would go to Harrisburg. Six crews would stay based in Columbia for work on the Philadelphia Division, besides the crews for shifting and local work.

Ultimately the A&S settled down into normal operations. However, in 1936 a flood struck that knocked the line out of service for several months. To understand what happened, an examination of the track layout in the Chickies Rock-to-Columbia stretch is in order.

The PRR's Columbia Branch, aside from running between Lancaster and Columbia, continued along the Susquehanna, passed through a tunnel north of Columbia and followed the curving shoreline (as the canal had done) to Chickies Rock. When workers built PRR's A&S through the area, they followed a straight line between the two points protruding into the river (Chickies Rock and the tunneled hill near Columbia) instead

of following the shore. To make this straight line, the workers had to dump huge amounts of fill into the river. When completed, the A&S formed one side of a cut-off, backwater, poorly-drained area named Kerbaugh Lake (after the contractor).

In late March 1936 the Susquehanna began flooding because of spring rains and runoff from melting snows. The flood waters broke through the A&S roadbed fill near Chickies, quickly filled Kerbaugh Lake and rushed through the tunnel, inundating the PRR's Columbia Yard. In searching for an outlet, the waters knocked "LG-42" Tower (on the north side of what is now the Pa. Route 462 bridge) off its foundation. Water, trying to escape Kerbaugh Lake, broke through the A&S fill near the Columbia tunnel. All that remained of the A&S between Columbia and Chickies Rock was a small island in the midst of the swirling Susquehanna's raging waters. The railroad worked for several months to restore service. At the lower end of Kerbaugh Lake, workers put larger pipes (still present and visible) under the roadbed to improve drainage.

The mid-Depression years saw a major addition to the A&S - electrification. The Pennsy had been electrifying many of its eastern tracks since the turn of the century and in 1937 started working west from Paoli. In just over a year the PRR electrified the A&S. On April 15, 1938 the first electric-powered freight train rolled out of Enola.

The high-voltage lines at the top of catenary poles, spaced about 20 per mile along the A&S, ran at 132,000 volts, 25 cycles and could carry electrical power from the generators at Safe Harbor not only for the A&S, but also for the main line, which the railroad electrified simultaneously. The Safe Harbor turbines supplied the cheapest electricity of any of the sources the PRR used for its electricity.

The lower catenary wires, from which the electric locomotives ("motors", in PRR terminology) drew their power, operated at 11,000 volts. There were seven substations along



*K4s and nine cars, eastbound at Parkesburg, Pa., circa 1927-1928. Looking westward at Park "PG" Interlocking; the two center tracks lead to the A&S Branch, in the distance. (James J. D. Lynch, Jr. collection)*



*The 1877 PRR station stood (and still stands) at the foot of Walnut St. in Columbia. While passenger trains never ran over the entire A&S, they did use part of the Branch, including the tracks in front of the passenger station (and express building, to the left). (PRR photo; author's collection)*

the A&S to step the high voltage down to this lower voltage that the motors used.

While electrifying, the PRR took the opportunity to consolidate block stations at Columbia. The railroad built a new tower at the foot of Locust Street and named it "Cola." Operators in Cola would control the Columbia Branch, the Port Road and the A&S between Port Interlocking (the point where the A&S and Port Road joined) and Wago Junction. West of Wago, Cly Tower would control.

East of Port, the railroad consoli-

dated block stations also. At the A&S east end, Parkesburg (which also controlled part of the main line) remained. Near Smithville, Smith Tower controlled train movements over the section that traversed southern Lancaster County. Located off Pennsy Road, which paralleled the tracks on the north side for a considerable distance, Smith was at the east end of a long passing siding. This siding, which could hold 86 50-foot cars, made the A&S three tracks wide at that location.

By September of 1941, the A&S at Parkesburg was handling (on average)



The March 1936 flood knocked "LG-42" Tower off its foundations. The single track crossing the A&S was the Frederick Branch, which crossed the Susquehanna (to the right) at Columbia.

(Tom Hoch photo; Tom King collection)

29 eastbound freights, with 2,424 cars and 23 westbounds, with 2,224 cars. This compared to the ten eastbound freights, with 472 cars and 13 westbounds, with 809 cars, using the main line. The main line also had 33 passenger trains each way. The average A&S freight had approximately 89 freight cars, while the average main line freight had only about 56.

On the A&S the PRR handled the increase in traffic caused by World War II without any major changes. The railroad did invest \$11,000 to improve its water supply in the Quarryville area.

After World War II, the A&S was still quite busy. At Parkesburg in June of 1948 the A&S saw 24 eastbounds, with 2,022 cars, and 20 westbounds, with 1,736 cars. The main line hosted seven eastbounds, with 311 cars and twelve westbounds, with 738 cars, 37 eastbound passengers and 34 westbounds. The average A&S train had around 85 cars (a decrease of about four), while the main line's average freight was near 55 (a drop of about one). Overall the A&S traffic was down almost 20% in terms of cars when comparing 1941 and 1948 and not adjusting for other effects such as seasonal trends.

Following the War's end, the railroad could tackle the problem of Kerbaugh Lake. Not wanting a repeat of the 1936 disaster, the railroad decided to eliminate the lake by filling it. On August 6, 1948, the railroad submitted a proposal to the Sims Construction Company to fill the lake. After reaching terms with Sims, the railroad

began shipping in rubbish from Altoona to act as fill. The job took the PRR and Sims into the 1950s to finish.

While eliminating Kerbaugh Lake solved a potential natural disaster, normal railroad operations always had problems, such as wrecks. While many were spectacular, most did not cause deaths. On April 17, 1963, 18 cars out of 75 in a Philadelphia-to-Pittsburgh train loaded with ore went on the ground in front of Smith Tower. The railroad needed a day to restore operations (with diesels) and another half day to get the wires restored. Trains detoured over the main line.

In another case, the railroad suspected a mechanical failure on the 32nd car of a 94-car ore train for derailling the suspect car and the following 36 in the big cut east of Quarryville. Because the PRR's wreck cranes were in use, the railroad borrowed two from other railroads to untangle the January 11, 1965 wreck. A Reading Company wreck crane worked from the east and a Western Maryland Railway crane came in from the west. The cars were accordioned in the cut, making them difficult to extract. While no one was hurt during the accident, two cleanup workers received leg injuries when they fell off one of the cars when it shifted unexpectedly.

The worst wreck in the last half of the A&S's life happened on August 14, 1962 at Arglen. Because of track work on the eastbound (#1) Track, "Q" Block Station was open and the

operator sent Extra 4415 (E44, running with another E44, #4407) over the crossover and east on the westbound (#2) Track. He did the same for a following train, Extra 4755 (an unmodified P5a with another, #4772). Cola had given each train orders that this crossover operation would happen. While Extra 4415 was going ten mph, Extra 4755, going at an undetermined speed, collided with the first train's rear, 0.4 miles west of Arglen.

The conductor and flagman on Extra 4415 were able to alight from the cabin car before the collision and escaped injury. Unfortunately, the impact killed the two enginemen on #4755 and telescoped the front half of the motor, injured the other three crewmen of Extra 4755 and five guards who were on the last car (a passenger-baggage), ahead of Extra 4415's cabin. The guards were accompanying a shipment of low-level, fissionable material, possibly nuclear submarine fuel. This car (and four others on Extra 4415) derailed, but was only somewhat damaged. The Interstate Commerce Commission report officially listed the cause as: "failure to control properly the speed of a following train moving in an occupied block."

On a more pleasant note, passenger trains did, occasionally, travel the whole A&S. Most times, the passenger trains were specials like the one in 1936 that had PRR #5725, a 4-6-0, as power and paused on the Safe Harbor high bridge for photographs. Another, with PRR MP54 electrics that normally had commuter train duty, traveled the route in 1957 on a New York-to-Harrisburg excursion. Still another, a Philadelphia Chapter, National Railway Historical Society special, ran in 1978. A wreck diverted an eastbound Amtrak train, the "National Limited," on October 9, 1976 over the A&S.

In addition to wrecks and special trains, the PRR had to contend with fires their locomotives (especially steam engines) would start along the A&S. A typical case involved M1 #6977 on March 22, 1946. That day the 4-8-2 was eastbound at M.P. 10 when a spark from it ignited dry grass

along the right-of-way. The fire sprang to a nearby meadow, burning over two acres before three PRR employees, the Quarryville Fire Department and a State Forest Fire Warden, battling the blaze for several hours, managed to extinguish it.

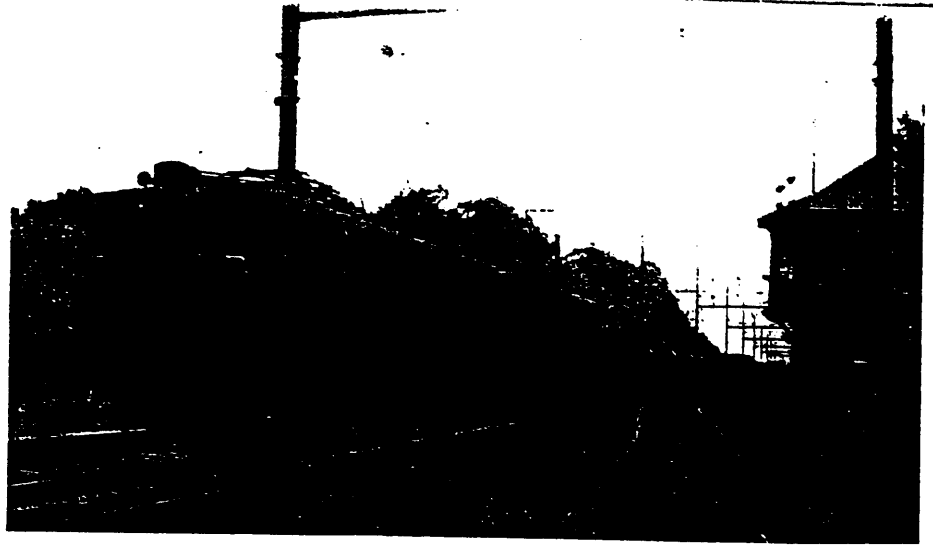
In the early 1960s fire created a most unusual problem to vex the Pennsy. The large fill near the curve at Shenks Ferry, where the railroad swings east away from the river, ignited. Made of coal mine tailings, the fill burned, proved difficult to extinguish and caused the roadbed to settle dangerously. To keep watch on the settling and direct railroad traffic for the many months while fire fighting and repairs were continuing, the railroad built a temporary block station and, appropriately, called it "Fire."

The merger of the PRR and New York Central in 1968 to form Penn Central did not cause many changes to A&S operations. Four years later, Hurricane Agnes changed operations drastically. The June storm undermined piers of the Shocks Mill Bridge and caused the center section to collapse into the river. Penn Central, now bankrupt, had to obtain court approval to rebuild the center section; this took several years.

When Conrail took over Penn Central and other bankrupt Northeast railroads in 1976 and Amtrak gained the Philadelphia-to-Harrisburg main line and electric power distribution system, the operations again changed dramatically. Conrail had to pay Amtrak for power from the overhead for the electric locomotives and for trackage rights over the main line east of Parkesburg. Conrail felt Amtrak's charges were excessive, while Amtrak felt it was merely recouping costs for the power and wear and tear on its property.

Conrail, however, had an alternate route into Philadelphia, the ex-Reading main line from its hometown. Conrail upgraded that route and diverted freight off the A&S. From 40 million plus gross ton-miles per mile of track before Conrail, the A&S fell to under half that amount.

By using alternative routes, Conrail had no need for its electric freight motors (ex-PRR GG1 motors from



*P5a tripleheader, led by #4718, westbound past Smith Tower, June 1961.*

*(J. P. Shuman photo; James J. D. Lynch, Jr. collection)*

the '30s and '40s and E44 locomotives from the '60s), could retire them and remove the catenary from its freight-only lines. Contractors tore down the Low Grade catenary in 1986 but left the Amtrak-owned poles and higher-voltage upper wires to carry power from Safe Harbor to the main line.

By 1988 there were only two scheduled freights over the line in each direction: PIMO and PIML eastbound and MOPI and LMPI westbound. On December 19 the last regularly-scheduled freight ran on the Low Grade. When train PIMO-8 with locomotives 6459, 6482, 7743 and 1612, 77 loads and 57 empties, passed Parkesburg at 3:18 p.m., over 80 years of service on Lancaster County's Low Grade came to an end.

Conrail began removing the tracks from the Low Grade in 1990. Some rail was welded (and installed as recently as 1976) and some was bolted. The rail would go to Conrail's Lucknow rail processing plant north of Harrisburg for reconditioning and ultimate re-laying.

With the tracks gone and the line abandoned by Conrail there has been much discussion in Lancaster County as to what to do with the route. Some want to turn the route into a highway that will be a southern bypass. This proposal faces the problems of what to do with the Amtrak-owned and used catenary poles that would be hazardous to motorists and how to logically tie the line into the road network. Others want to convert the route into a hiking trail and face problems of vandals, trash

dumpers and various liability issues. Both face the problems of who will replace the deteriorating over- and underpasses and maintain the Safe Harbor and Martic Forge bridges.

Conrail continues to use the remaining part of the Low Grade between Wago Junction and Port Interlocking (now out-of-service) regularly, as a natural continuation of the Port Road Branch (ex-PRR Columbia and Port Deposit Branch). After the Conrail-Amtrak collision at Gunpow Interlocking, Amtrak essentially forced Conrail to run freights on the Northeast Corridor at night. This ban greatly affected Conrail operations on the Low Grade. In the evening a procession of trains heads east to run on the Corridor after dark. In the early morning there is a reverse procession of trains which came the opposite direction on the Corridor at night. Another train that follows the same pattern is the daily turnaround that runs from Enola to Lancaster and back. The only trains normally running in daylight on the Low Grade are the local from Lancaster that works to Marietta, plus work extras.

Born in an era when America regularly tackled big projects, the Low Grade was one of the largest civil engineering projects Lancaster County has ever seen. Half the route now has no rails, only an overhead power line; the rest remains an active nighttime railroad. All of it is an important part of Lancaster County's railroad heritage.





COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION  
BUREAU FOR HISTORIC PRESERVATION  
BOX 1026  
HARRISBURG, PENNSYLVANIA 17108-1026

March 5, 1990

John J. Paylor  
Conrail  
Six Penn Center Plaza  
Philadelphia, PA 19103-2959

RECEIVED  
MAR 10 1990

Re: ER 89-1632-042-C  
ICC Docket No. AB 167 (Sub-No.  
1095X), Abandonment of Enola  
Branch in Lancaster and  
Chester Counties, PA

Dear Mr. Paylor:

Thank you for submitting the U.S.G.S. maps showing the locations of the bridges on the Enola Branch. We will verify any known archaeological sites near these bridges and any potential for additional sites and advise you shortly what additional archaeological survey would be required if the bridges were to be removed.

If you need further information in this matter please consult Susan M. Zacher at (717) 783-9920.

Sincerely,

Kurt W. Carr, Chief  
Division of Archaeology  
and Protection

cc: John O'Connell, ICC  
KC/snz

NUMBER 0000030

DATE JANUARY 22, 2001

VENDOR 9240070

NORFOLK SOUTHERN RAILWAY COMPANY

ORDER	TORE	AUDIT REF	VC	INVOICE NO.	DATE	GROSS AMOUNT	DISCOUNT	NET AMOUNT
9999915755	101378905	35	AB167		1/19/01	15437.00	.00	15437.00
TOTAL -								15437.00

NO. 7126355

DIRECT INQUIRIES TO NORFOLK SOUTHERN CORPORATION, ACCOUNTS PAYABLE DEPARTMENT, ROANOKE, VA 24042-0032

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

**NS** NORFOLK SOUTHERN

Norfolk Southern Railway Company  
FOR ITSELF AND/OR AS AGENT FOR OPERATING  
SUBSIDIARIES AND CORPORATE AFFILIATES

Number 7126355  
DATE: 1/22/01

PAY \$\*\*\*\*\*15,437.00

COMMONWEALTH OF PENNSYLVANIA  
RAILROAD MUSEUM OF PENNSYLVANIA  
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STRASBURG PA 17579-0015

The  
for of

First Union National Bank  
of VIRGINIA  
Roanoke, VA 24040

68-54  
514

William D. Romig

7126355 05140054912001004453061

Exhibit 18